

Terms and Conditions

Terms of Use

Please review this document carefully before you make your purchase decision, sign a development contract, or otherwise agree to utilize the services offered by **Sharpell Technologies**. It contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you. Your purchase of a product or service with **Sharpell Technologies Inc.** ("**Sharpell Technologies**") is governed by the terms and conditions (these "Terms and Conditions of Sale") set forth below and our Terms of Use, which are incorporated herein by this reference. Please read them carefully. Your placement of an order, signing of a contract, or agreement to a purchase order indicates your acceptance of these Terms and Conditions of Sale and our Terms of Use. **Sharpell Technologies** reserves the right to make changes to these Terms and Conditions of Sale and our Terms of Use at any time, without notice.

Order Acceptance Policy

Your order to purchase a product or service through Purchase Order, Contract, or other form of written or digital consent constitutes your offer to purchase, which **Sharpell Technologies** may accept or decline in its sole and absolute discretion. Orders are not binding upon **Sharpell Technologies** until accepted by **Sharpell Technologies**. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. **Sharpell Technologies** reserves the right at any time after receipt of your order to accept or decline your order for any reason. Your order shall be deemed accepted by **Sharpell Technologies** at such time when **Sharpell Technologies** receives full payment for the product or service ordered and either ships or releases the product or instructs the manufacturer or provider of the product or service purchased, as applicable, to deliver or perform the service, as applicable. **Sharpell Technologies** also reserves the right at any time to supply less than the quantity you ordered of any item, in which case **Sharpell Technologies** will notify you and give you an opportunity to cancel your order, refund you the amount refundable, or keep your order on backorder until additional stock arrives. You may not cancel your order after **Sharpell Technologies** manufactures or releases the product you purchased. If you cancel your order after sufficient work, time, or effort has been placed in a product, service, or manufacturing project, **Sharpell Technologies** has the right to refuse refund of the initial deposit unless **Sharpell Technologies** agreed to provide a refundable deposit for your specific instance.

Pricing and Payment Terms

Pricing Information

The purchase price for the products and services you wish to purchase are provided on the purchase order or contract created for your order. By placing an order to purchase a product or service, you agree to pay the purchase price set forth on the order form.

In the event a product or service is listed at an incorrect price due to a typographical error, an error in pricing information received from our suppliers or our failure to timely update pricing information, **Sharpell Technologies** shall have the right to cancel any order placed for a product or service listed at an incorrect price, whether or not the order has been confirmed and your credit card or payment account charged. If your credit card or payment account has already been

charged for the purchase and your order is canceled, **Sharpell Technologies** shall promptly issue a credit to your credit card or payment account in the amount charged to your credit card or payment account.

Payment Terms

Payment terms are within **Sharpell Technologies'** sole and absolute discretion and, unless otherwise agreed to by **Sharpell Technologies** in writing, payment must be received by **Sharpell Technologies** prior to **Sharpell Technologies'** acceptance of your order. Orders paid with credit card payments over \$2,500 USD will incur an additional fee to cover the cost of credit card processing. Wire transfers are required for payments over \$10,000 USD unless another means of payment was previously authorized by written consent from the person in charge of finance for **Sharpell Technologies**. All checks used to pay for an order must be made payable to **Sharpell Technologies Inc.**, and orders will not be released, shipped, or leave the custody of **Sharpell Technologies** until the check clears bank processing.

All orders placed by you must be approved by our Credit and Fraud Avoidance Department or service provider. In certain circumstances, we may require additional verifications or information before accepting your order. In addition, credit card payments are subject to clearance by the bank or other financial institution that issued your credit card. **Sharpell Technologies** will not be liable if the bank or financial institution refuses to approve or honor your credit card.

Sales Tax, Shipping and Handling Charges and Terms

Purchase prices do not include sales tax. **Sharpell Technologies** may charge sales tax where applicable. If **Sharpell Technologies** does not charge sales tax, you will be responsible for payment of any applicable sales tax in the state, county or municipality in which you reside.

Purchase prices do not include shipping and handling charges. **Sharpell Technologies** offers several shipping alternatives for you to choose. By placing an order, you agree to pay the shipping and handling charges set forth on the Purchase Order form or Contract. The F.O.B. (Free On Board) point for all shipments from **Sharpell Technologies** will be "ex-works" wherein the customer is responsible for shipment, insurance, and risk/liability once the product is ready for shipment at the **Sharpell Technologies** facility.

Products will be shipped directly to you by the product manufacturer. Any delivery or shipment date provided by **Sharpell Technologies** is **Sharpell Technologies'** good faith estimate, which is based solely upon the estimates of third-party shipping companies. You acknowledge that a product purchased by you may not be available for delivery at the time requested. You also acknowledge that a service provider may not be able to perform the service purchased by you in the time requested. **Sharpell Technologies'** only obligation is to contact the product or service provider, as applicable, and request that such provider: (i) in the case of a product, ship such product in the manner and time quoted to you; and (ii) in the case of a service, contact you concerning such service within a reasonable period of time. **Sharpell Technologies** WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCURRED BY YOU AS A RESULT OF ANY DELAY IN THE SHIPMENT, DELIVERY OR PERFORMANCE OF A PRODUCT OR SERVICE.

Return Policy

Product returns are not allowed for contracted or custom ordered products or services unless a written agreement was made and agreed upon at the time the Purchase Order or Contract was created.

Manufacturer's Warranty

You acknowledge that certain products, parts of products, and services available for purchase and contract from **Sharpell Technologies** are not manufactured, provided or warranted in any way by **Sharpell Technologies**. The products and services sold are subject only to any applicable warranties provided by the manufacturer and service provider, respectively. The manufacturer's and provider's warranties vary on each product and service available through **Sharpell Technologies**. Prior to purchasing a product or service, you should contact the applicable manufacturer or service provider and obtain a copy of their warranty documentation. Extended warranties may be available directly from select manufacturers and providers. ALL REQUESTS FOR WARRANTY AND TECHNICAL SERVICE AND SUPPORT SHOULD BE MADE DIRECTLY TO THE MANUFACTURER AND SERVICE PROVIDER, AS APPLICABLE, IN ACCORDANCE WITH THEIR TERMS AND CONDITIONS AND WARRANTIES. ALL PRODUCT COMPLAINTS SHOULD BE DIRECTED TO THE MANUFACTURER AND SERVICE PROVIDER. ALL PRODUCT TRAINING, SUPPORT AND SERVICES WILL BE PROVIDED EXCLUSIVELY BY THE MANUFACTURER, UNLESS THE PRODUCT PURCHASED BY YOU INCLUDES SUCH SERVICES WHICH MAY BE PROVIDED BY A THIRD PARTY.

Disclaimer and Limitation of Liability as to Products and Services Sold

Sharpell Technologies MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS AND SERVICES SOLD BY **Sharpell Technologies**. **Sharpell Technologies** EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS AND SERVICES SOLD BY **Sharpell Technologies**, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT **Sharpell Technologies**, ITS DIRECTORS, OFFICERS, EMPLOYEES OR OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, EXPENSES OR DAMAGES ARISING FROM ANY PRODUCT OR SERVICE SOLD BY **Sharpell Technologies**. YOU AGREE TO LOOK SOLELY TO THE PRODUCT MANUFACTURER OR SERVICE PROVIDER CONCERNING ANY COMPLAINTS, DEFECTS, LOSSES, CLAIMS, EXPENSES OR DAMAGES. IN NO EVENT SHALL **Sharpell Technologies'** DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED IN ANY WAY TO ANY PRODUCT OR SERVICE SOLD BY **Sharpell Technologies**.

General Release

You understand that **Sharpell Technologies** may manufacture individual products sold through Purchase Order or Contract, or may obtain such individual products and services for assembly, distribution and performance through third party suppliers and service providers. Since **Sharpell Technologies** is not always the manufacturer of any individual product and is not always the provider of any service purchased through **Sharpell Technologies**, in the event that you have a dispute with a manufacturer or a service provider concerning an individual product or third party service, YOU RELEASE **Sharpell Technologies** (AND OUR DIRECTORS, OFFICERS,

AGENTS, EMPLOYEES AND AFFILIATES) FROM ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A RESIDENT OF THE STATE OF CALIFORNIA, YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE §1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Miscellaneous Provisions

This Agreement constitutes the entire agreement and understanding between you and **Sharpell Technologies** relating to the subject matter hereof and supersedes all prior negotiations and understandings, both oral and written, regarding such subject matter. You may not assign your rights and obligations under these Terms and Conditions of Sale. These Terms and Conditions of Sale may not be modified or amended except in a writing signed by you and **Sharpell Technologies**. These Terms and Conditions of Sale are governed by the laws of the State of California, without regard to its conflicts of laws principles. If any provision of these Terms and Conditions of Sale is or deemed to be unenforceable, illegal or otherwise invalid, that provision and the remaining provisions of these Terms and Conditions of Sale will be enforced to the greatest extent permitted by law. Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) against **Sharpell Technologies**, its agents, employees, successors, assigns or affiliates arising from or relating to these Terms and Conditions of Sale, its interpretation, or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions of Sale, **Sharpell Technologies'** advertising, or any related purchase shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association, under its code of procedure then in effect. The arbitration shall be held in the State of California within a county deemed appropriate by **Sharpell Technologies**. Any award of the arbitrator shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

Vendor Terms and Conditions

Free On Board

The F.O.B. (Free On Board) point for all shipments to **Sharpell Technologies** will be "ex-works." **Sharpell Technologies** will pay for all the charges per each invoice submitted for all transactions that occur after the material leaves your dock. We will not accept F.O.B. delivered to **Sharpell Technologies** unless you receive our approval in writing regarding a specific shipment to **Sharpell Technologies**.

Purchase Order Deliver Dates

Purchase Order Due Dates are put on **Sharpell Technologies'** Purchase Orders or Contracts as required. When there is a Due Date on a Purchase Order or Contract, it is expected by **Sharpell Technologies** that you meet this date. You should notify **Sharpell Technologies** should you encounter a problem that will affect meeting the due date on **Sharpell Technologies'** Purchase Order or Contract.

Supplier Acceptance of **Sharpell Technologies'** Purchase Order or Contract

The Supplier accepts the **Sharpell Technologies** Purchase Order or Contract via e-mail within a 24-hour period from the receipt of the Purchase Order or Contract.

Lot Number

Each carton must have a lot number when shipping material to **Sharpell Technologies**.

Packing Slip Information with each shipment to **Sharpell Technologies**

Each Packing Slip must have a Purchase Order Number, a Part Number and the Quantity clearly visible.

Sharpell Technologies Pricing

Sharpell Technologies pricing is based on the current, **Sharpell Technologies** accepted Supplier price list and updated by the **Sharpell Technologies** Supplier and formally approved, as required. When Purchase Orders and Contracts are issued by **Sharpell Technologies** to the Supplier the accepted price will be included.

Sharpell Technologies Quality Assurance

Upon receipt of material from any **Sharpell Technologies** Supplier, **Sharpell Technologies** will check for: core damage and any damage/gashes in the cartons received. If the material itself has a gash or mark rendering the material unusable, pictures will be taken, and the Supplier will be notified at once of a quality problem with the material and/or cartons received. If the material itself is found to be unusable, photos will be taken, and the Supplier must credit or replace said unusable material based on your conversation with **Sharpell Technologies/Purchasing**.

Sharpell Technologies Quantity Checks

Upon Receipt of Material at **Sharpell Technologies** the quantity shipped will be verified upon receipt and the **Sharpell Technologies** Supplier will be notified immediately should there be a variance in quantity.

All changes to the **Sharpell Technologies** Contract or Purchase Order

Any changes or amendments to this Contract/Purchase Order are valid and effective only if they are in written form approved by **Sharpell Technologies/Purchasing**.

Force Majeure

If either party is prevented from performing all or part of its obligations under this contract because of an event of force majeure such as earthquake, storms, flood, fire, other acts of nature or other events beyond the control of the parties. The party prevented shall notify the other party as soon as the party prevented becomes aware or should become aware that such event has occurred or will occur but, in any event, not later than five (5) working days after the occurrence of such event of force majeure. The party claiming force majeure shall take appropriate measures to minimize or remove the effect of the force majeure event and within the shortest possible time. Attempt to resume performance of the obligation(s) affected by the event of force majeure. Within thirty (30) days of the occurrence of such event of force majeure the party claiming force majeure shall send

the other party by international courier a certificate certifying the force majeure event issued by the local government or competent authorities as evidence of the force majeure. If the event of force majeure continues for more than thirty (30) days from the contracted latest shipment date, either party may terminate this contract.

Product Liability

We expect each **Sharpell Technologies** Supplier to have adequate Product Liability Insurance to cover all of the materials supplied to **Sharpell Technologies**.

Assignment and Set-Off

Sharpell Technologies/Purchasing shall have the right to reduce and set-off against any amount payable hereunder, any indebtedness or other claims which **Sharpell Technologies**/Purchasing may have against the **Sharpell Technologies** Supplier, however and whenever arising.

Sharpell Technologies' Liability

In no event shall **Sharpell Technologies** be liable to **Sharpell Technologies'** Supplier (or anyone asserting a claim on its behalf) for incidental, consequential or special damages of any nature, including, without limitation, lost profit, revenues and/or termination charges paid by **Sharpell Technologies'** Suppliers.

Additional terms and conditions may be applied on a per order basis