

Country-specific terms of delivery USA

If a Contract is concluded between Pureon Inc. (USA) as the Seller and the Customer, the following Country-specific terms of delivery USA apply in addition to the GTCs:

1. The following shall be added at the end of Section 3.1 of the GTCs: "If the Seller is required to pay any taxes with respect to the goods or services provided to the Customer (e.g., sales tax), the Seller may charge such taxes to the Customer and/or adjust the prices of the goods and services to include such taxes. The Customer shall provide a certificate of tax exemption (if applicable) with or prior to each order submitted by the Customer."
2. Section 3.5 is deleted in its entirety and replaced with the following: "The Customer may make payment by wire transfer, check, or credit card, provided that the Customer shall be responsible for any processing or additional fees charged by any third party in connection with the Customer's chosen payment method."
3. Section 3.6 is deleted in its entirety and does not apply.
4. The last sentence of Section 6.5 of the GTCs shall be replaced as follows: "The Seller's warranty also shall be void with respect to any nonconformity or damage caused by the Customer's mishandling of delivery items, including improper use or storage of the delivery items."
5. The following sentence shall be added as first sentence at the beginning of Section 6.5 to the GTCs: "The Seller warrants that the delivery items will conform to Seller's specifications for the warranty period."
6. The first sentence of Section 9.2 is deleted and replaced with the following sentence: "These GTCs and all claims and rights arising out of or in connection with these GTCs and the respective Contract shall be exclusively governed by and construed and enforced in accordance with the laws of the country or state in which the Seller of the respective Contract has its registered office."
7. The following shall be added as Section 6.7 to the GTCs: "6.7 EXCEPT AS SET FORTH EXPRESSLY IN SECTION 6 OF THE GTCs, THE SELLER HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES TO THE CUSTOMER WITH RESPECT TO DELIVERY ITEMS, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. THE CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR THE SELECTION AND USE OF THE PRODUCT TO ACHIEVE INTENDED RESULTS."
8. The following shall be added as Sections 10, 11, and 12 of the GTCs:
 10. Refusal of shipment
 - 10.1 A refusal charge of ten percent (10%) of the price of refused delivery items will apply if the Customer refuses any shipment of delivery items without obtaining a Return Authorization number as described in paragraph 11. The Customer is responsible for all shipping charges for shipment to the Customer's location and for return of any refused delivery items to the Seller's manufacturing plant. The Seller can hold refused shipments upon receipt for thirty (30) days and, thereafter, reship to the Customer, in

which case, the Customer must pay a holding fee of thirty percent (30%) of the price of such delivery items. If the Customer refuses shipment and will not accept re-shipment after thirty (30) days, the Customer shall be responsible for full payment of the order, including any and all shipping charges.

11. Returns

11.1 No product shall be returned to the Seller, whether for inspection, repair, replacement, or any other reason, without prior written authorization from the Seller. The Customer must request a Return Authorization number from the Seller for the Seller to accept the return of any delivery items. The Customer may be charged a restocking fee of thirty-five percent (35%) of the price for any conforming delivery items returned with a Return Authorization number and the Customer is responsible for all shipping charges and risk of loss related to returning delivery items to the Seller.

12. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING CONTAINED IN THESE GTCs TO THE CONTRARY, THE SELLER AND ITS AFFILIATES AND ITS AND THEIR OWNERS, DIRECTORS, OFFICERS, EXECUTIVE BODIES, LEGAL REPRESENTATIVES, EMPLOYEES, AND OTHER REPRESENTATIVES AND AGENTS SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INDIRECT, COLLATERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, DAMAGE TO OR LOSS OF THE USE OF DELIVERY ITEMS OR OTHER PRODUCTS IN WHICH THE DELIVERY ITEMS ARE INCORPORATED, LOSS OF WORK IN PROCESS, DOWNTIME, DAMAGE TO PROPERTY, INCLUDING PERSONAL INJURY OR DEATH SUFFERED AS A RESULT OF PROVISION OR USE OF DELIVERY ITEMS OR FAILURE OF THE SELLER TO ADEQUATELY INSTRUCT OR WARN ABOUT THE SAFE AND PROPER USE OF DELIVERY ITEMS, WHETHER OR NOT THE SELLER HAS BEEN ADVISED OF THE POTENTIAL OR RISK FOR SUCH LIABILITY AND DAMAGES.

THE TOTAL LIABILITY OF THE SELLER TO THE CUSTOMER FROM ANY CAUSE OR CLAIM WHATSOEVER, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY OF LIABILITY WILL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE SELLER BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CAUSE OR CLAIM; PROVIDED THAT SUCH AMOUNT DOES NOT EXCEED THREE MILLION U.S. DOLLARS (\$3,000,000).

THE FOREGOING LIMITATIONS APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

THE LIMITATIONS OF THIS SECTION SHALL NOT APPLY IN THE EVENT OF THE SELLER'S WILLFUL MISCONDUCT OR GROSSLY NEGLIGENT CONDUCT."