

## **SALES ORDER TERMS & CONDITIONS**

This Sales Order ("Agreement") is entered into between the buyer ("Buyer") and the seller ("Seller"). These Terms & Conditions govern the sale of goods and/or services by Seller to Buyer and are incorporated by reference into any sales order issued by Buyer and accepted by Seller. The Buyer's acceptance of Seller's goods or services constitutes Buyer's agreement to be bound by these terms and conditions.

### **1. Definitions**

- "Agreement" refers to these Terms & Conditions, any applicable sales order, and any documents referenced therein.
- "Buyer" refers to the purchaser of goods and/or services.
- "Goods" means the products, materials, and items supplied by Seller to Buyer.
- "Services" means any services provided by Seller to Buyer.
- "Seller" refers to the party selling the Goods and/or Services.
- "Sales Order" refers to the order placed by Buyer that is accepted by Seller for the sale of Goods and/or Services.

**2. Agreement Formation.** A binding Agreement is formed when Buyer submits a Sales Order and Seller confirms the order in writing, or upon Seller's shipment of Goods or performance of Services. Any conflicting or additional terms proposed by Buyer are not binding unless specifically accepted in writing by Seller.

### **3. Prices and Payment Terms**

- The prices for Goods and/or Services are as stated in the applicable Sales Order. Prices are subject to change by Seller at any time prior to shipment of Goods or performance of Services.
- Payment for Goods and Services is due as specified in the Sales Order. If no payment terms are stated, payment is due within thirty (30) days from the date of invoice.
- Late payments will incur interest at a rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

### **4. Delivery and Risk of Loss**

- Delivery will be made as per the terms specified in the Sales Order. Unless otherwise specified, all deliveries are made FOB Seller's warehouse, with the risk of loss or damage passing to Buyer upon delivery to the carrier.
- Delivery dates are estimates, and Seller is not liable for any delays, whether due to cause within or beyond Seller's control.

### **5. Inspection and Acceptance**



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- Buyer must inspect the Goods immediately upon receipt and notify Seller in writing of any claims for defects or damages within five (5) days of receipt. Failure to notify Seller within this period constitutes Buyer's acceptance of the Goods.
  - Any defective Goods must be returned to Seller at Buyer's expense, unless otherwise agreed.
6. **Title and Risk of Loss.** Title to the Goods passes to Buyer upon payment in full. Risk of loss passes to Buyer when the Goods are delivered to the carrier, unless otherwise stated in the Sales Order.
7. **Warranties**
- Seller warrants that the Goods will conform to the specifications outlined in the Sales Order and be free from defects in material and workmanship for a period of 90 days from the date of delivery.
  - Seller's sole obligation under this warranty is to repair or replace defective Goods at Seller's discretion.
  - Seller does not warrant that the Goods will meet Buyer's specific needs or be free from defects not covered by the warranty.
8. **Limitation of Liability**
- Except as expressly stated in this Agreement, Seller's liability for any claim arising from the sale of Goods or Services is limited to the total amount paid by Buyer for the affected Goods or Services.
  - In no event will Seller be liable for any indirect, incidental, special, or consequential damages, including but not limited to lost profits, lost data, or business interruption, arising out of the sale or use of the Goods or Services.
9. **Indemnity.** Buyer agrees to indemnify, defend, and hold Seller harmless from any claims, damages, losses, or expenses arising from Buyer's use of the Goods or Services, including any claims arising from Buyer's breach of this Agreement.
10. **Force Majeure.** Seller shall not be liable for any failure or delay in performance under this Agreement due to causes beyond Seller's reasonable control, including but not limited to natural disasters, labor strikes, war, or transportation disruptions.
11. **Intellectual Property.** All intellectual property rights associated with the Goods and Services remain the property of Seller. Buyer is granted a non-exclusive, non-transferable right to use the Goods and Services solely for the purposes specified in the Sales Order.
12. **Confidentiality.** Buyer agrees to keep confidential any proprietary or confidential information disclosed by Seller in relation to the Goods or Services and will not disclose such information to any third party without Seller's prior written consent.
13. **Termination**



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- Seller may terminate or suspend performance of this Agreement if Buyer fails to make timely payments, breaches any term of the Agreement, or if Seller reasonably believes that Buyer will not be able to fulfill its obligations.
- Upon termination, Buyer shall pay for all Goods and Services delivered and performed up to the date of termination.

14. **Governing Law.** The governing law in any dispute shall be the substantive laws of the State of Georgia, U.S.A. without regard to conflict of laws.

15. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions will continue in full force and effect.

16. **Dispute Resolution.** Any disputes arising from this Agreement shall be resolved through binding arbitration in the jurisdiction where Seller is located. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between Buyer and Seller with respect to the sale of Goods and/or Services and supersedes all prior negotiations, understandings, and agreements.