

Standard Terms and Conditions of Sale

1. **Applicable Terms.** The terms of **this Standard Terms and Conditions of Sale Agreement (hereinafter "Agreement")** govern the sale of Services and/or Products by Trident Automation, Inc. (hereinafter "Trident"). Whether these terms are included in any Trident offer or an offer accepted by Trident, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for a proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Trident. Trident's failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms. In the event that the Buyer enters into a Master Service Agreement or other agreement that includes terms and provisions applicable to Services and/or Products with Trident, the terms of that Master Service Agreement or other agreement will govern the sale of Services and/or Products by Trident, rendering those conflicting terms of this Agreement void.

2. Pricing and Payment.

(a) **Pricing.** Prices for all Services and Products are as stated in Trident's Proposal or Service Agreement. In the event Trident increases or decreases the prices for Services and/or Products, the price of Services and/or Products on order shall be adjusted to reflect such increase or decrease. Services and/or Products already shipped and/or held at Buyer's request shall not be subject to any price increase or decrease.

(b) **Payment and Progress Billing Statements.** Payment terms shall be as stated in all Purchase Orders for Services and/or Products. Notwithstanding any other payment terms or timing of payments in this Agreement or any Purchase Order, Buyer agrees that Fifty Percent (50%) of any Project Hardware and Software will be invoiced upon Trident's receipt of the Purchase Order and is due and payable to Trident upon receipt of such invoice. Trident further reserves the right to utilize monthly billing statements during the duration of the work or services for any and all **Services and/or Products completed that month (hereinafter, "Progress Billing Statements")**.

(i) **Timing of Payments.** Buyer shall pay such Progress Billing Statements and/or Invoices within 30 days of the date on the Progress Billing Statement and/or Invoice, respectively.

(ii) **Overdue Charges.** Past due Progress Billing Statements and/or Invoices, that fail to meet the timing requirements of the above subsection, will have a monthly finance charge of 1.5% on the entire unpaid balance, including any overdue amount and past monthly finance charges.

(iii) **Disputed Charges.** In the event Buyer disputes any or all of a Progress Billing Statement or Invoice, Buyer shall notify Trident in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the Progress Billing Statement or Invoice. Any undisputed portion of a Progress Billing Statement or invoice shall be paid when due according to the terms of this Agreement.

(iv) **Collection.** Upon Buyer's default of these Payment Terms, Trident may, in addition to any other rights or remedies in contract or law declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Services and/or Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Trident, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Trident, and any charges accrued on any unpaid balance owed by Buyer, pursuant to this Agreement.

3. **Delivery; Title; Risk of Loss.** Product shall be delivered freight on board (F.O.B.). Title to the Product and risk of loss or damage for the Product shall pass from Trident to Buyer at that point of shipping. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Trident may make partial shipments. Shipping dates are approximate only and Trident shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Trident fails to meet the specified delivery schedule.

4. **Deferment and Cancellation.** Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall include without limitation a) payment of the full product price for any finished Product and works in progress; b) payment for raw materials ordered pursuant to a firm Purchase Order; and c) such other direct costs incurred by Trident as a result of such cancellation.

5. **Force Majeure / Delays.** If Trident suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended to a period of time equal to the period of the delay and its consequences. Trident will give Buyer notice within a reasonable time after Trident becomes aware of any such delay.

6. Buyer's Requirements. Timely performance by Trident is contingent upon Buyer's supplying to Trident all required technical information, specifications, and data, including but not limited to, drawing approvals, and all required commercial documentation.

7. LIMITATION OF LIABILITY. NEITHER TRIDENT, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. TRIDENT'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY TRIDENT FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF TRIDENT HAS BEEN ADVISED BY THE BUYER OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnity. Each Party agrees to indemnify and hold harmless each other Party from and against any and all losses, liabilities, expenses, (including, without limitation, reasonable fees and disbursements of counsel), claims, liens, damages, or any non-contractual obligations whatsoever (collectively, "Claims") that may actually and reasonably arise from the transaction subject of this Agreement.

9. Compliance with Laws. Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.

10. Changes in Work. Trident shall not implement any changes in the scope of work unless Buyer and Trident agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Trident to an equitable adjustment in the prices and any time of performance.

11. Non-waiver of Default. Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Trident may decline to make further shipments. If Trident elects to continue to make shipments, Trident's actions shall not constitute a waiver of any default by Buyer or in any way affect Trident's legal remedies for any such default. Any waiver of Trident to require strict compliance with the provisions of this Agreement shall be in writing and any failure of Trident to require such strict compliance shall not be deemed a waiver of Trident's right to insist upon strict compliance thereafter.

12. Final Written Agreement; Modification of Terms. These terms, together with any quotation, purchase order or acknowledgement issued or signed by Trident, comprise the complete and exclusive agreement between the Parties and supersede any terms contained in Buyer's documents, unless separately signed by Trident. These terms along with the terms of any other document agreed to by Trident and Buyer may only be modified by a written instrument signed by authorized representatives of both Parties.

13. Assignment. Neither Party may assign this Agreement and/or any other document agreed to by Trident and Buyer, in whole or in part, nor any rights or obligations hereunder, without the prior written consent of the other; provided however that Trident may assign its rights and obligations under these terms to its affiliates and Trident may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.

14. Applicable Law and Jurisdiction. These terms are governed and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles.

15. Severability. If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.