

Guide Automation Terms and Conditions of Sale

The terms listed below (hereinafter “terms”) define the complete agreement between Guide Automation and buyer. By purchasing any goods and/or services, whether in part or complete, the buyer agrees to and accepts all terms. Any desired modification to the terms must be brought, in writing, to the immediate attention of a Guide Automation representative. Any modification or amendment to the terms must be in writing and signed and agreed to by an authorized representative of both Guide Automation and buyer, thus constituting a valid terms modification. If no such valid terms modification exists, the below terms, and only the below terms, shall define the complete agreement between Guide Automation and buyer. Any other terms, regardless of format, delivery method, location, or source, are null and void.

1) Product Warranty and Limitation of Liability:

- (A) Guide Automation extends only the original manufacturer’s warranty for any product or service sold and does not extend or assign any other or further warranty, nor does Guide Automation provide or extend any warranty of its own and absolutely disclaims any such warranty, express or implied in law.
- (B) In no event will Guide Automation be responsible or liable for any damages, including but not limited to, lost profits, lost savings, incidental, indirect, collateral, punitive, exemplary, special or consequential damages regardless of whether Guide Automation has been advised of the possibility of such damages. Excluded damages include, but are not limited to, cost of removal or reinstallation, ancillary costs for the procurement of substitute goods or services, retesting, labor costs, loss of goodwill, loss of profits, loss of savings, loss of use, loss of data, or business interruption.
- (C) In no event shall Guide Automation have any responsibility to determine the validity or correctness of any information or specifications provided by buyer, nor shall Guide Automation have any responsibility to ensure or verify that information or specifications provided by the buyer are in accordance with applicable laws, statutes, ordinances, building codes, rules, and regulations. Furthermore, Guide Automation shall not be responsible for, and seller shall indemnify Guide Automation against, all claims or suits alleging infringement of any patent, copyright or trademark or other proprietary right resulting from the selection, design, sale, operation or possession of goods or services provided or sold by Guide Automation. Guide Automation shall not be held liable, in any way, for any damages, tangible or intangible, caused due to a defective product, or from a product that does not operate within manufacturer defined specifications.
- (D) Guide Automation may provide technical, applications, or design advice, quality characterization, reliability data or other services. The buyer agrees that providing such services shall not expand or otherwise alter Guide Automations warranties, as set forth above, and no additional obligations or liabilities shall arise from the Guide Automation providing such services.
- (E) Guide Automation makes no other or further warranties, relating to any product or service, express, implied, oral or written, including without limitation, implied warranties of merchantability and fitness for a particular purpose.
- (F) No Claim, suit or action shall be brought against Guide Automation more than one year after the related cause of action has occurred.

2) Payment Terms:

- (A)** Guide Automation reserves the right to extend, modify, or cancel credit at will, with or without prior notification, for any reason or for no reason at all. If payment terms have not been established for a particular order, then payment will be due on delivery of the ordered products or services. Standard credit terms are NET30. Guide Automation defines NET30 as payment in full due thirty (30) days after product delivery. Guide Automation also reserves the right, in its sole discretion, to require an advance deposit, scheduled payments, or payment on delivery for certain goods, services, or orders. These, and any other special terms will be defined on Guide Automation's quotations and estimates for products and services.
- (B)** Guide Automation retains full ownership of all products, equipment, and materials provided to the buyer, until such a time as the agreed upon price has been paid in full by the buyer. If at any time Guide Automation determines, at its sole discretion, that the buyer has not provided payment according to the pre-established terms, or lacking said terms, the default terms established by this document, then Guide Automation shall have the right to recall shipped products, repossess any goods previously delivered, and halt the provision of services until the buyer's outstanding payment obligations have been met in full and to Guide Automation's satisfaction.
- (C)** All past due debts will be subjected to an interest charge of 15% APY, or the largest rate allowed by law.

3) Credits

- (A)** Credits may be applied to outstanding account balances or towards future purchases. All credits not used within 1 year from the date of the first credit notification shall be forfeited unless prior arrangements have been made in writing with an authorized Guide Automation representative.

4) Orders

- (A)** All orders are subject to acceptance and approval by Guide Automation. Guide Automation reserves the right to reject any order for any reason allowed by law.

5) Prices

- (A)** The price for any and all products and services provided by Guide Automation shall be set according to a valid and authorized estimate or quotation issued by Guide Automation. Lacking such a valid quotation, the current market price, as set by Guide Automation at the time of order, shall be applied.
- (B)** The prices listed on a valid Guide Automation quotation or estimate may not include all applicable federal, state, and local government fees and taxes. The buyer is always responsible for said fees and taxes and the agreed upon price may be increased accordingly and as required by law. If the buyer is exempt from any applicable government fees or taxes, it is the buyer's sole responsibility, before placing an order, to obtain and provide any and all required documentation sufficient to prove the exemption.



6) Shipping Charges

- (A)** Shipping and freight charges are not included in any prices unless specified in writing. All shipping and freight charges will be added to the invoice after actual charges are determined at the time of shipment unless other arrangements have been made. Such arrangements must be made in writing with the approval of an authorized Guide Automation representative.
- (B)** All orders for products shall be by scheduled shipment, FOB Manufacturer's facility using the buyer's designated carrier. If the buyer has not designated a carrier at or before the time of shipment, Guide Automation reserves the right to select and use a carrier at its own discretion. Guide Automation may make partial shipments.

7) Lead Time

- (A)** Any lead times or delivery dates provided to the buyer, verbally, in writing, or on an official or unofficial Guide Automation quotation or estimate are not guaranteed. These lead time and delivery dates, if provided, are only an estimation of the actual delivery date. Guide Automation is not responsible for and the seller indemnifies Guide Automation from any and all liability associated with a delay or deviation from the estimated lead time or delivery date.

8) Inventory

- (A)** Should Guide Automation agree to carry inventory for a buyer, the buyer must first sign an Inventory Agreement before placing any inventory order. The Inventory Agreement shall amend, but in no way detract from or supersede any terms set forth by this document.

9) Returns

- (A)** Except as provided herein, the Guide Automation shall not be obligated to accept from the buyer any products, parts, services, nor to make any exchange thereof, nor to credit the buyer therefore.
- (B)** All return requests will be evaluated on a case by case basis. All returns are dependent on the original manufacturer's individual return policy. Guide Automation reserves the right to accept or reject any return request for any reason or for no reason at all. Furthermore, Guide Automation reserves the right to levy return fees at its own discretion. These fees may include but are not limited to, restocking fees, handling fees, and product evaluation fees. If Guide Automation chooses to accept a requested return, the terms of said return and associated fees will be presented to the buyer along with a return authorization number. Any applicable return fees must be paid in accordance with the payment terms listed in the "Payment Terms" section of this document before the item(s) are returned. Any credit associated with the return of an item(s) will be assessed according to the invoiced price or current market price of the item(s), whichever is lower. This credit, if any, will be recorded and applied according to the terms listed in the "Credits" section of this document.



10) Cancellations

(A) Some orders for products may be canceled by the buyer prior to shipment and some orders for services may be canceled by the buyer prior to the rendering of such services, but any such cancellation will be subject to a charge to the buyer which will vary with the cost, model, stage of production, or quantity of the products or services covered by such cancelled order. Some orders for products and services may not be returnable. All cancellations of an order will be accepted or rejected and any cancelation charges or terms will be at Guide Automation's sole discretion. It is the responsibility of the buyer to understand the cancellation terms prior to each order. The specific cancelation terms for any order will be provided in writing upon request of the buyer.

11) Effectiveness

(A) The terms set forth herein shall endure and remain binding, unchanged and fully enforceable:

- i. Indefinitely or for as long as allowed by law.
- ii. Upon any successors of the buyer or any successors of Guide Automation
- iii. Regardless of any actions by or changes to Guide Automation
- iv. Regardless of any actions by or changes to buyer's company

12) Indemnity

(A) By placing an order, the buyer agrees to indemnify and hold Guide Automation, its officers, employees, independent subcontractors, and other agents harmless from any liability, claim, loss, damage, costs and expenses (including reasonable attorney' fees) Guide Automation may suffer as a result of claims, demands, costs or judgments against them arising out of or result from the negligence or misconduct of the buyer or its officers, employees, independent contractors, or other agents, or from the failure of the buyer to perform its obligations to Guide Automation. The buyer agrees to be responsible for and to pay all reasonable attorney's fees, court costs and other expenses, incurred by Guide Automation in enforcing its rights against the buyer.

13) Force Majeure

(A) In this document, Force Majeure shall be defined as an event beyond the control of the Guide Automation sufficient to prevent Guide Automation from complying, in part or in full, with any or all of its obligations under the terms. These events shall include, but are not limited to: the act or neglect of the buyer or its officers, employees, independent subcontractors, and other agents, changes requested by the buyer, unusual delays in delivery, acts of God, fires, explosions, earthquakes, drought, title waves, floods, war, civil war, hostilities, invasion, casualty, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution insurrection, military events, governmental interference, embargoes, contamination by radio-activity from any nuclear event (civil, military, or terror related), riots, commotion, strikes, go slows, lock outs, disorder, or acts or threats of terrorism.

(B) Guide Automation shall not be liable for any damages suffered by the buyer due, directly or indirectly, to a Force Majeure event. Possible causes of damage due to such an event may include, but are not limited to: a delay in shipment or a breach of these terms.



- (C) Guide Automation shall be given sufficient time, taking into consideration the specific Force Majeure event, to fulfill any outstanding obligations to the buyer.

14) Severability

- (A) Each term and provision of this document shall be valid and enforceable to the fullest extent permitted by law and any invalid illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision. The invalidity, illegality, or unenforceability of any provision(s) of this document shall not affect the validity or enforceability of any other provision of this document, which shall remain in full force and effect.

15) Governing Laws

- (A) This document shall be governed, construed, and enforced in accordance with the laws of the State of Missouri, without regard to its conflict of laws rules.

