

Northeast Laser Standard Terms and Conditions effective 11/25/15

1. **Pricing.** Prices on the goods specified do not include any city, state, or federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes, fees, or other charges imposed by governmental entities. When applicable, taxes will be added to the invoice as a separate charge to be paid by Buyer. If an exemption from a tax is claimed, supporting documents must be furnished by Buyer prior to delivery. Unless stated, any and all sales quotations provided by NORTHEAST LASER to Buyer shall automatically expire ninety (90) calendar days from the date issued, and are subject to termination by NORTHEAST LASER by notice to Buyer at any time.
2. **Terms of Payment.** Unless otherwise agreed to, all payments shall be due thirty (30) days after the date of NORTHEAST LASER's invoice. All payments made after thirty (30) days from the date of the invoice shall be subject to a service charge of one and one-half percent (1.5%) per month based on the outstanding balance.
3. **Cancellations.** Buyer may not cancel or change an Order without the written consent of NORTHEAST LASER. If Buyer desires to cancel or change an Order, Buyer must deliver a written request for cancellation of the Order to NORTHEAST LASER, 246C Main St., Monroe, CT. If NORTHEAST LASER consents to Buyer's written request for cancellation of the Order Buyer shall agree to pay to NORTHEAST LASER the total amount of any tooling and material purchased for the Order and the percentage of the total Order price which equals the percentage of the work completed by NORTHEAST LASER at the time of cancellation.
4. **Security Interest.** To secure the payment of NORTHEAST LASER's invoice, Buyer grants to NORTHEAST LASER a security interest in all goods sold to Buyer under the Order, including all proceeds therefrom. Buyer authorizes NORTHEAST LASER to perfect its security interest through a filing of a financing statement pursuant to the Uniform Commercial Code and shall reimburse NORTHEAST LASER for any fees incurred in filing the financing statement which may be added by NORTHEAST LASER to the amount of NORTHEAST LASER's invoice to Buyer.
5. **Delivery and Risk of Loss.** All shipments under the Order are F.O.B. NORTHEAST LASER's facility, Monroe, CT and all risk of loss shall pass to Buyer at that time regardless of the method of shipment that may be elected by Buyer. Shipping will either be paid by Buyer's shipping account or added as a separate charge on the invoice
6. **Delays.** NORTHEAST LASER will not be liable for any delay in the performance of its obligations under the Order, or for any damages suffered by Buyer due to such delay, if the delay is, directly or indirectly, caused by a fire, flood, accident, civil unrest, act of God, war, governmental interference or embargo, labor strike, shortage of materials, or any other cause beyond NORTHEAST LASER's control.
7. **Materials.** Contract Manufacturing orders are conditional upon NORTHEAST LASER's ability to obtain the necessary raw materials at a reasonable price, and all shipments under the Order are subject to NORTHEAST LASER's supply schedules and any government regulations, orders, directives, and restrictions that may be in effect. Customer will be contacted before manufacture should raw material prices change significantly.
8. **Nonconforming Goods and/or Services.** Buyer shall inspect all goods and or services performed upon tender and delivery by NORTHEAST LASER, and should any of the goods be nonconforming goods, Buyer must notify NORTHEAST LASER, in writing, within ten (10) days of NORTHEAST LASER's tender and delivery of the goods describing the nature of any nonconformity. NORTHEAST LASER shall have the right and option to repair or replace any nonconforming goods. The failure of Buyer to notify NORTHEAST LASER in writing that the goods are nonconforming within ten (10) days of NORTHEAST LASER's tender and delivery of the goods, shall constitute acceptance of the goods and Buyer shall be liable to NORTHEAST LASER for the total Order price. FOR SERVICE ORDERS, Northeast Laser Engraving will not be responsible for the value of components that are lost or damaged during processing. Reimbursement for any issues involving work performed by NLE shall be limited to the value of BUYER's purchase order.
9. **LIMITATIONS ON DAMAGES.** NORTHEAST LASER SHALL NOT BE LIABLE TO BUYER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS OF BUYER, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY NORTHEAST LASER, ANY OBLIGATIONS OF NORTHEAST LASER PURSUANT TO THIS AGREEMENT OR THE FAILURE OF THE GOODS TO PERFORM IN ANY PARTICULAR MANNER.
10. **Special Orders.** Products manufactured and/or services rendered by NORTHEAST LASER to meet Buyer's particular specifications or requirements: Buyer shall indemnify and hold NORTHEAST LASER harmless from any and all claims arising from the purchase, use, or sale of the special goods, and from any related costs, attorneys' fees, expenses, or liabilities incurred by NORTHEAST LASER therefrom.
11. **Law and Procedure.** Unless otherwise agreed to, The Order, this Agreement and the transaction described therein shall be subject to, construed under and enforced according to the laws of the State of Connecticut, USA. ANY ACTION IN REGARD HERETO OR ARISING OUT OF THE TERMS AND CONDITIONS HEREOF SHALL BE INSTITUTED AND LITIGATED IN THE COURTS OF THE STATE OF CONNECTICUT AND NO OTHER. IN ACCORDANCE HEREWITH, THE UNDERSIGNED HEREBY SUBMITS TO THE JURISDICTION AND VENUE OF THE COURTS WITHIN THE COUNTY OF FAIRFIELD, STATE OF CONNECTICUT. BUYER AND NORTHEAST LASER HEREBY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THE ORDER, THIS AGREEMENT OR THE TRANSACTION DESCRIBED THEREIN.
12. **Remedies.** In the event that Buyer is in default or otherwise breaches the Order or this Agreement, NORTHEAST LASER shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Order price, as well as its costs of enforcing the Order, including, without limitation, its attorneys' fees. In the event that NORTHEAST LASER is in default or otherwise breaches the Order, the liability of NORTHEAST LASER to Buyer for such breach or default shall be limited to the lesser value of the replacement value of the goods or the services rendered under the Order which is the sole and exclusive remedy of Buyer for any such breach or default.
13. **Entire Agreement.** This Agreement is intended by the parties as a final expression of the terms and conditions of the Order. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by both parties. No previous course of dealing between the parties or trade usage may be used to interpret, limit, or otherwise impair the operation of this agreement.
14. **Waiver.** NORTHEAST LASER shall not be deemed to have waived any rights under this Agreement or the Order unless such waiver is given in writing and signed by NORTHEAST LASER. No delay or omission on the part of NORTHEAST LASER in exercising any right shall operate as a waiver of such right or any other right. A waiver by NORTHEAST LASER of a provision of this Agreement or the Order shall not prejudice or constitute a waiver of NORTHEAST LASER's right otherwise to demand strict compliance with that provision or any other provision of this Agreement or the Order. Neither prior waiver by NORTHEAST LASER nor any course of dealing between Buyer and NORTHEAST LASER, shall constitute a waiver of any of NORTHEAST LASER's rights or of any of Buyer's obligations as to any future transactions. Whenever the consent of NORTHEAST LASER is required under this Agreement or the Order, the granting of such consent by NORTHEAST LASER in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Buyer.
15. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when a record has been actually delivered, deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown upon the Order, received by telecopy or received through the Internet. Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address.
16. **Interest and Fees.** In the event of any dispute arising out of the Order, this Agreement or the transaction described therein, in addition to an award of damages, the NORTHEAST LASER shall be entitled to recover: (1) pre-judgment interest on any amount awarded at a rate of 1 1/2% per month, (2) all expenses of litigation, including without limitation all filing fees and court costs; and (3) all attorneys' fees incurred regardless of whether such fees or expenses are incurred before or after the initiation of litigation.