



CollabraTech Solutions

CollabraTech Solutions Terms and Conditions of Sale

1. IDENTIFICATION & DEFINITIONS: CollabraTech Solutions, LLC shall hereinafter be identified as “CollabraTech”. The Purchasing Company shall hereinafter be identified as “Purchaser”.
2. ACCEPTANCE: No order or agreement for the sale of parts or of equipment shall be binding upon CollabraTech until accepted by an authorized officer of CollabraTech and an acknowledgment sent to the Purchaser.
3. TAXES: Sales, use, excise, property or similar taxes relating to this order are not included in the price except as specifically stated. CollabraTech shall have the right at any time to bill Purchaser for any such tax which CollabraTech may be called upon to pay.
4. TRANSIT: CollabraTech’s liability ceases on making delivery to the carrier at the place of manufacture. CollabraTech shall not be liable for losses, damages, or delays in transportation.
5. ERRORS: Clerical and stenographic errors are not binding and are subject to corrections.
6. SAFETY DEVICES: Safety and/or protective devices furnished with the equipment described herein or as part thereof shall be considered equipment and CollabraTech’s liability for failure thereof is limited to the liabilities assumed under the terms of the warranty as set forth on the face hereof. Disabling of any safety device by Purchaser nullifies the ability of CollabraTech to provide any warranty or service work, in which case, such work becomes the sole responsibility of Purchaser.
7. COMPLIANCE WITH LAWS: CollabraTech will comply with all applicable Federal laws, rules, and regulations and specifically represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards of 1938, as amended, and CollabraTech further represents that it will comply with the most current Executive Order and/or law pertaining to Equal Employment Opportunity.
8. INSTALLATION DRAWINGS: If CollabraTech is, under the terms of this agreement, required to prepare foundation and/or electrical and/or piping installation drawings to augment the equipment being furnished by it and/or others, it will prepare said drawings on the basis of the cost involved in the preparation of the drawings. In the event any said drawings are found to be in error, CollabraTech warrants that it will modify or correct said drawings so that the final drawings represent the installation at the site. THIS WARRANTY SHALL BE EXCLUSIVE AND COLLABRATECH MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTIES OF ANY OTHER KIND, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATIVE TO SAID DRAWINGS. COLLABRATECH’S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO PURCHASER RESULTING FROM ERRORS, OMISSIONS, ETC., IN SUCH DRAWINGS SHALL IN NO EVENT EXCEED THE COST OF CORRECTING SAID DRAWINGS. IN NO EVENT SHALL COLLABRATECH BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
9. PATENTS: CollabraTech agrees to indemnify Purchaser against any proven claim and assessed liability for infringement of any United States patent arising from the manufacture or sale to Purchaser of a product completely engineered by CollabraTech hereunder except where the specifications, process, design or method of manufacture originated in Purchaser in which event Purchaser agrees to indemnify CollabraTech in like manner.
10. CANCELLATION OF ORDERS: Upon acceptance of the cancellation of the order, CollabraTech shall be paid the sum of the following: (1) the total factory cost of the items produced up to the date of acceptance of cancellation including factory direct labor, factory overhead at CollabraTech standard rate, engineering labor, engineering overhead at CollabraTech’s standard rate, materials and other direct costs paid or committed, and standard material overhead; plus (2) the total estimated gross profit on the job; plus (3) interest at the rate of 1½ % per month on the total amount due and payable for cancellation fees from the date of cancellation until actual payment; plus (4) interest at the rate of 1½ % per month until date of cancellation on any progress billing issued prior to cancellation the date of which is 30 days past the date of such billing ; plus (5) storage costs from the date of cancellation to date



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of payment of cancellation charges; less (6) the refund, if any, actually received by CollabraTech on any purchased items which can be returned to vendors within 90 days of the date of cancellation; and less (7) the cost of any manufactured components transferred by CollabraTech within 90 days of cancellation to another order held by CollabraTech.

11. SERVICE/WARRANTY: CollabraTech warrants that Custom manufactured equipment produced by CollabraTech will conform to the drawings and specifications furnished/approved by Purchaser. If within twelve (12) months, the goods manufactured by CollabraTech are found to have defects in material or workmanship as compared to Purchaser's written/approved specifications, and written notice is received by CollabraTech no later than thirteen (13) months after date of receipt of such goods by Purchaser, CollabraTech will, at his option, provide credit, repair, or replacement of such products determined by CollabraTech to be defective. CollabraTech shall have the option of inspection of the goods on Purchaser's premises and/or authorizing their return. No goods are to be returned without written consent nor shall CollabraTech be liable for any expense, including inspection expenses, incurred by Purchaser in order to remedy defects in said goods. Products manufactured by others but furnished by CollabraTech are limited to the original manufacturer's warranty and CollabraTech shall not be liable under any circumstances for defects in said goods. This includes the return and inspection of said goods prior to any credit or replacement parts being authorized. Because goods furnished hereunder may be subject to Purchaser's specifications/approval and are used or combined by Purchaser with other equipment or components not furnished by CollabraTech, Purchaser agrees to indemnify CollabraTech for all claims resulting from the use or incorporation of said goods in the Purchaser's product. CollabraTech shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors or agents of Purchaser or the consequences thereof. CollabraTech warrants that the technical field services performed by it will be professionally executed and that any recommendation of its personnel will reflect their best judgment. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT SOLD HEREUNDER NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR COLLABRATECH ANY SUCH LIABILITY. THE LIABILITY OF COLLABRATECH UNDER THIS WARRANTY SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL CONTRACT PRICE ALLOCATED TO THESE SERVICES. THE FOREGOING STATES COLLABRATECH'S ENTIRE AND EXCLUSIVE LIABILITY AND PURCHASER'S EXCLUSIVE AND SOLE REMEDY.

12. CONTROLLING PROVISIONS: These terms and conditions and the terms and conditions appearing on the face of this document shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing the Purchaser may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. CollabraTech makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally. Any clause required being included in a contract of the type, by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.

13. PAYMENT: Payments shall become due as stated herein. CollabraTech reserves the right at any time to demand full or partial payment or appropriate security before proceeding with the work to be performed hereunder, if in the sole judgment of CollabraTech, the financial condition of Purchaser shall not justify continuance under the terms of payment specified on the face hereof. If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full on the date when CollabraTech is prepared to make delivery. If the work to be performed hereunder is delayed by the Purchaser, payments shall be made based on the purchase price and percentage of completion. Equipment held for the Purchaser shall be stored at the risk and expense of Purchaser. If Purchaser defaults when any payment is due, or in the event of bankruptcy or insolvency of the Purchaser, or in the event any proceeding is brought by or against the Purchaser under the bankruptcy or insolvency laws, then the whole contract price shall become due and payable upon demand; or CollabraTech, at its option, without prejudice or other lawful remedies, may defer delivery or cancel any order then outstanding and shall be entitled to receive reimbursement for its reasonable and proper cancellation charges.



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14. OWNERSHIP OF PASSWORDS/CODES: CollabraTech reserves full and complete ownership of all passwords or codes used for control line equipment. Proper use and utilization of these passwords/codes, while at the Purchaser's site, becomes the sole responsibility of the Purchaser.

15. CLAIMS: If Purchaser claims delivery of material is not as ordered, he must notify CollabraTech within fifteen (15) days of receipt of shipment. If such claim is sustained, CollabraTech shall, at his option, repair, replace, credit or complete order. Charges of repair or inspection of parts by Purchaser without prior authorization cannot be honored. CollabraTech shall have the option of inspecting the goods on Purchaser's premises or of taking back the goods and deciding whether to replace goods or credit Purchaser. Claims for shortage of goods must be presented within fifteen (15) days from the date of receipt of goods and must state the packing slip number, weight including tare and the method used in arriving at a count of the parts. Any claim for error in weight or shortage, not presented in accordance with this provision, will conclusively be deemed waived. CollabraTech may, at CollabraTech's discretion, request the shipment be returned in its entirety for full evaluation. CollabraTech will not allow claims on those goods further processed by Purchaser resulting in change of dimensions or characteristics from parts as ordered.