



**STANDARD TERMS & CONDITIONS**

**COMMERCIAL ITEMS – AS SELLER**

**OCTOBER 2019**

**NPC ROBOTICS, Inc.**

**4851 Shoreline Drive**

**P.O. Box 118**

**Mound, Minnesota 55364-0118**

1. DEFINITIONS.

- (a) “Buyer” means the legal entity purchasing the goods or services from NPC;
- (b) “NPC” means NPC Robotics Inc., the seller that has entered into this agreement with Buyer;
- (c) “Contract,” “Purchase Order,” “Agreement,” and “Order” (whether capitalized or not) are used interchangeably and refer to this contractual instrument.

2. ACCEPTANCE. Each purchase order becomes a binding contract on the terms set forth herein when it is accepted by NPC either in written acknowledgement of the Purchase Order or by any commencement of the subject performance by NPC. No condition stated by Buyer in accepting or acknowledging this Purchase Order shall be binding upon NPC if it is in conflict with, is inconsistent with, or is in addition to the terms and conditions contained herein, unless expressly accepted in writing by NPC.

3. COMPLIANCE. Buyer shall comply with all applicable federal, state, and local laws, rules, regulations and orders. Buyer shall indemnify and hold NPC harmless against any loss or liability due to Buyer’s violation or non-compliance with such laws, rules, regulations or orders. NPC makes no representation as to the requirement for an export license under the International Traffic in Arms Regulation or under any other law, rule, regulation or order. Such compliance is Buyer’s responsibility.

4. WARRANTY. This warranty shall begin upon delivery and extend for a period of one (1) year. NPC warrants that unmodified goods will be new, unless otherwise specified, and free from defects in design, material, and workmanship. If any non-conforming work is identified to NPC within the warranty period, at NPC’ option, NPC will repair or replace the goods, or re-perform the services. These shall be Buyer’s sole and exclusive remedies. The warranty period for any replaced or repaired goods or re-performed services will be the remaining duration of the one year warranty period and will run from the date of delivery of such repaired or replaced goods or re-performed service. The foregoing warranty shall survive any delivery, inspection, acceptance or payment by Buyer. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

5. INDEMNITY. NPC will indemnify and hold Buyer harmless from claims, liability, loss, damage and expense, excluding indirect, special, punitive, consequential and incidental damages, directly

incurred by Buyer solely by reason of NPC’s breach of the foregoing warranty with respect to goods or services purchased in accordance herewith.

6. TAXES. The price of the goods or services procured hereunder includes all applicable federal, state, and local taxes and duties unless otherwise stated in this Purchase Order. If Buyer is exempt from state or federal taxes, a certification shall be provided to NPC by Buyer.

7. PACKAGING & PACKING. NPC shall be responsible for properly packing and packaging the goods in suitable containers for protection during shipment in accordance with transportation regulations.

8. TITLE & RISK OF LOSS. The F.O.B. point shall be origin unless otherwise indicated in this order, and title to the goods and risk of loss or damage shall pass to Buyer at such point.

9. INSPECTION & TEST. All goods supplied and services performed shall be subject to inspection by Buyer or its agents within 14 days of delivery by NPC, unless agreed upon in writing.

10. DELIVERY. It is NPC’ responsibility to furnish the quantity of goods or services called for in this order. NPC will advise Buyer, as soon as possible, of any delays in meeting the order delivery schedule and the reasons therefor. If a delay is due to causes beyond NPC’s control, NPC may notify Buyer and adjust the delivery schedule.

11. PAYMENT. Unless otherwise agreed in writing, terms of payment shall be net thirty (30) days from the scheduled delivery date. An itemized invoice shall be submitted to the address shown on the face of the order to the attention of the Accounts Payable Department or by e-mail if authorized. The invoice should contain the Purchase Order number, description of goods furnished, quantity, unit prices, and total price. A 1-1/2% per month charge will be applied to all past due invoices.

12. CHANGES. No adjustment or any other modification of the terms of this Order will be valid unless approved by an authorized representative of NPC by means of a written revision to this Order.

13. DISPUTES. Any dispute between the parties will be resolved exclusively in a state or federal court in

Minneapolis, Minnesota by a judge without a jury; the parties waive their right to a jury.

14. APPLICABLE LAW. This Purchase Order shall be governed by the laws of the State of Minnesota, without regard to its choice of law provisions. The rule of construing ambiguities against the drafter shall not apply.
15. TERMINATION. NPC may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this order in whole or in part by written notice of default if Buyer fails to make payments in according with the terms of this order or fails to comply with any of the other terms of this order. Along with any other damages awarded to NPC, Buyer will reimburse all of NPC's costs and attorney's fee associated with any such termination.
16. RIGHTS IN DATA & INVENTIONS. NPC shall have full ownership and rights, including, without limitation, patent rights, to all inventions, data, designs, computer software and information conceived or made by NPC prior to or improved or otherwise further developed under this agreement.
17. LIMITATION OF LIABILITY. Notwithstanding anything herein or otherwise, NPC' liability to Buyer shall not, under any circumstances, be greater than the total dollar amount of the applicable order. Without limiting the generality of the foregoing, under no circumstances will NPC be liable for any indirect, special, punitive, consequential or incidental damages.
18. WAIVERS. No delay or failure in enforcing any provision, condition, right, power, or remedy shall be construed as a waiver. No waiver of any type shall be effective unless it is in a writing signed by the party against whom it is to be enforced.
19. SEVERABILITY. If any provision of this order is found to be illegal or unenforceable, that provision shall be deemed modified so as to make it legal and enforceable in the manner that best advances the spirit of the agreement and all other provisions of this order shall remain in force.
20. ORDER OF PRECEDENCE. Any conflicting provisions shall prevail in the following descending order of precedence: (i) the PO (including any agreed upon written amendments), (ii) any related specifications or drawings, and (iii) any other agreed upon documents.
21. ENTIRE AGREEMENT. Each order constitutes the entire agreement between NPC and Buyer regarding that order and supersedes all previous written or oral agreements and commitments relating to such order. No terms or conditions set forth in Buyer's acknowledgment or other Buyer documents (except the PO) shall be included as a part of any order, nor

shall any prior course of dealing, custom, or usage in trade supersede or modify any Purchase Order provisions. Subsequent additions, deletions or modifications to this agreement shall not be binding upon the parties unless they are mutually agreed upon and incorporated herein in writing.

22. GOVERNMENT CONTRACT. If this Order is placed under a U.S. Government contract, additional terms and conditions from the Federal Acquisition Regulation (FAR) and/or Department of Defense Federal Acquisition Regulation Supplement (DFARS) may be included by reference as listed below:
  - FAR Clause 52.244-6, Subcontracts for Commercial Items
  - DFARS Clause 252.244-700, Subcontracts for Commercial Items and Commercial Components (DoD Contracts)