Buttenberg & MP
CONSULTING MANAGEMENT ENGINEERING

6B RUE DESERTE 67000
Strasbourg France
Phone : +3367103970
Email : info@buttenbergcorp.com
Web : www.buttenbergmp.com

THERMS & CONDITIONS

These terms and conditions govern the sale of Products (“Products”) and provision of service (“Services”) by Buttenberg & MP and its divisions, subsidiaries and affiliates (“Seller”) as well as by thi rd party, vendors and/or service providers of Seller.

These terms and conditions (“Agreement”) take precedence over Buyer’s additional or different term s and conditions to which notice of objection is hereby given.

Acceptance by Buyer is limited to these terms and conditions.

Neither Seller’s commencement of performance nor delivery shall be deemed or constituted as acce ptance of Buyer’s additional or different terms and conditions. Buyer’s acceptance of the Products an d/or Services shall be deemed to constitute acceptance of the terms and conditions contained herein .

1. ORDERS: All orders placed by Buyer are subject to acceptance by Seller.

Orders may not be cancelled or rescheduled without Seller’s written consent. All orders must include delivery dates, quantities and complete description of Products being purchased. Seller may in its sol ediscretion allocate Product to its Customers. Seller designate all Products as NCNR (non-cancellable, nonreturnable) and the sale of such Products shall be subject to the special terms and co nditions contained in Seller’s Special Product Agreement, which shall prevail and supercede any inco nsistent terms and conditions contained herein.

2. PRICES:

a) The prices of the Products are those specified in the front of the invoice. Pricing for undelivered Pr oduct may be increased in the event of any increase in Seller’s cost, change in market conditions or a

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nyother causes beyond Seller's reasonable control. Price quotations, unless otherwise stated, shall au to

matically expire thirty (30) calendar days from the date issued and may be cancelled or amended wit hin that period upon notice to Buyer.

b) Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation an d insurance costs, duties, and all taxes including federal, state and local sales, excise and value added taxes,

and similar taxes. Buyer agrees to pay these taxes unless Buyer has provided Seller with an exemptio n resale certificate in the appropriate form for the jurisdiction of Buyer's place of business and any ju risdiction to which Product is to be directly shipped hereunder, or unless the sale is otherwise exemp t from these taxes. Buyer agrees to indemnify and hold harmless Seller for any liability for tax in conn ecti

on with the sale, as well as the collection or withholding thereof, including penalties and interest ther eon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

3. PAYMENT:

a) Corporate standard terms of payment are net thirty (30) days from the date of invoice unless othe rwise specified in writing by Seller. Seller may invoice each shipment separately and each shipment s hall be considered a separate and individual contract. Buyer agrees to pay such invoice pursuant to hi s terms without the benefit of setoff or deduction.

b) All late payments shall be charged interest computed on a daily basis from the due date until paid in full. Seller reserves the right to take all steps necessary and to impose interest (at the rate of three percent (3%) per month or the maximum rate permitted by law, whichever is less), late charges or ot her payment terms as Seller may deem appropriate to collect full payment for Products supplied in a ddition to seeking the reimbursement for costs of collection (including reasonable attorney's fees an d court costs).

c) Transportation charges from Seller's facility to Buyer's facility shall be paid by Buyer, in addition t

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o the purchase price of the Product, unless otherwise agreed to in writing by Seller. Seller will select t he carrier in the absence of specific instructions by Buyer.

d) Seller reserves the right to establish and/or change credit and payment terms extended to Buyer when, in Seller's sole opinion, Buyer's financial condition or previous payment record warrants that a ction. Further, on delinquent accounts, Seller shall not be obligated to continue performance under a ny agreement with Buyer.

e) Seller retains a security interest in the Products delivered to Buyer, and their accessories, replace ments, accessions, proceeds and Products, including accounts receivable (collectively, the "Collateral ") to secure payment of all amounts due under this Agreement. If Buyer fails to pay any amount whe n due, Seller shall have the right to repossess and remove all or any part of the Collateral from Buyer, but not from Buyer's Customers. Any repossession or removal shall be without prejudice to any othe r remedy of Seller hereunder, at law or in equity. Buyer agrees, from time to time, to take any act an d execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce this security interest.

4. DELIVERY: All deliveries will be made EXW (as defined in incoterms 2000) Seller's facility. Delivery will be deemed complete and risk of loss or damage to the Products will pass to Buyer upon delivery to the carrier. Buyer acknowledges that delivery dates provided by Seller are estimated only and Selle r shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonab le control of seller nor shall the carrier be deemed an agent of Seller. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequenc e of the delay in delivery without subjecting Seller to any liability or penalty. If the Products perished while in the custody of the carrier, the Seller shall be deemed to have performed its obligations in full .

5. WARRANTY & LIABILITY: Shipments will be deemed to have been accepted by Buyer upon receipt of the said shipments at Buyer's facility. In the event of an over-
shipment, Buyer shall have the option to return the Products to Seller at Seller's expense or alternati vely. Buyer may elect to retain the Products (subject to adjustment of the invoice price to account for additional items).

Any product returns shall be subject to compliance with Seller's Return Merchandise Authorization

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(RMA) policies and procedures as well as applicable restocking charges. Returned Products must be i n the original packaging and conform with minimum package quantity (MPQ) requirements.
Provided that Buyer has given Seller written notification of a defect within 3 days of receipt of the go ods, Seller guarantees to refund the cost of or at its discretion to repair or replace free of charge any of the goods found to its satisfaction to be defective owing to faulty design or workmanship. Product s purchased from Buttenberg & MP LLC may be returned pursuant to the terms of the applicable pur chase order, but in any event, no later than 20 days from the invoice date , if the following conditions are met:

1) Only One Return Merchandise Authorization (RMA) request per invoice;

2) Products must not be obsolete or Special Order;

3) Nondefective must be in resellable condition, meaning: new and unused, in original factory packag ing, unopened with all external and internal factory seals intact, with all original parts and accessories (cables, software, documents, manuals, etc.), free of excessive shipping labels and sticker s4) Defective products must be accompanied by a test report confirming the defect;

5) Products must be received by Buttenberg no more than 5 working days after an RMA has been issu ed. Products received more than 5 working days after the RMA has been issued will be returned at B uyer's expense. RMAs must be obtained from Seller before Buyer return products for any reason. Pro ducts sent to Seller become the property of the Seller. SELLER MAKES NO WARRANTY, EXPRESS, IMPL IED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTEN DED PURPOSES), OR STATUTORY, OTHER THAN THE FOREGOING WARRANTY. IN NO EVENT SHALL SE LLER BE LIABLE FOR SELLERS ALLEGED NEGLIGENCE OR ANY INCIDENTAL OR CONSEQUENTIAL DAMA GES ARISING THEREFROM.
As a distributor and due to market condition, Buttenberg does not have the ability to test every prod uct before shipment. Therefore, we recommend to test any part that are not factory sealed and with no Certificate of Conformity before mass production. In no event shall Buttenberg be liable for any co nsequential damages.
Given the professional capacity of the two parties, Buttenberg shall in no event be considered liable i n the event of indirect prejudice, which means, without limitation, any possible prejudice sustained b

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y the client, such as commercial prejudice, loss of profit, sales, margins, clientele, orders, and any for action whatsoever which might be filed against the client by a party foreign to this agreement. Similarly, the parties agree that Buttenberg shall not be declared liable for direct or indirect damage i n the event of the possible loss of data or information belonging to the client and this regardless of th e cause of this loss. In any event, Buttenberg financial liability will be limited to the price of the defec tive Products.

6. EXPORT CONTROL / USE OF PRODUCTS: buyer certifies that it will be the recipient of Products to b e delivered by Seller. Buyer acknowledges that the Products are subject to export and/or import cont rol laws and regulations of various countries including the Export Administration Laws and Regulation s of France. Buyer understands and agrees that it will not sell, resell, re-
export or ship or otherwise divert,
directly or indirectly, any of the Products delivered by Seller and further agrees to comply strictly wit h all France export laws and assume sole responsibility for obtaining license s to export or re-
export as may be required. Products sold by Seller are not designed to be used for use in life support applications or in products surgically implanted into the body, or other applications or products for w hich a product failure may result in personal injury or death. If Buyer sells or otherwise uses the Prod ucts for applications, it does so at its own risk and agrees to indemnify Seller and its suppliers for any damages resulting from such sale or use including reasonable attorney's fees.

Nonperformance.

In an event of force majeure condition, Seller's performance shall be extended for a period equal to t he time lost as a consequence of the force majeure condition without subjecting seller to
any liability or penalty.

11. NONWAIVER: No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition nor shall S eller's acceptance of a purchase order be deemed as an acceptance of any terms and conditions ther ein

12. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties

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with respect to the subject matter of this Agreement and shall not be modified or rescinded, except b y a

writing signed by Seller and buyer. The provisions of this Agreement supersede all prior oral and writt en quotation, communications, agreements, and understandings of the parties with respect to the su bject matter of this Agreement. Products furnished and services rendered by Seller are done so only i n accordance with these terms and conditions of sale. If any provision of these terms and conditions of this Agreement are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall