

## TERM AND CONDITIONS

Sale of Goods & Equipment: Mosley Electronics, Inc., a Missouri corporation ("Mosley Electronics"), hereby sells to the Customer named on the first page hereof each of the goods and items of equipment listed on the first page hereof (the "Equipment").

Shipping; Delivery; and Return: Unless Customer has arranged to accept delivery of the Equipment at Mosley Electronics' specified location, Customer shall pay Mosley Electronics all costs of transportation, shipping, and delivery to Customer's specified location.

Assembly and Disassembly: Customer shall be solely responsible for and assume all risks associated with the installation and assembling of the Equipment

Taxes: Customer shall be liable for any applicable sales or use taxes imposed on the sale of the Equipment.

Late Payments: If Customer fails to pay any amount on time, then such amount shall accrue interest until paid in full at the lesser of 12% per annum or the maximum amount permitted by applicable law.

Acceptance: Unless Customer notifies Mosley Electronics in writing within 48 hours after the Equipment has been received by Customer, then Customer shall be deemed to have accepted for all purposes the quantity, quality and condition of the Equipment.

Limited Warranty: Mosley Electronics warrants only that the Equipment will be complete and in good working order and repair when delivered to Customer.

Disclaimer of All Other Warranties: MOSLEY ELECTRONICS DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability: **MOSLEY ELECTRONICS SHALL NOT HAVE ANY LIABILITY TO CUSTOMER EXCEPT IN CONNECTION WITH A MATERIAL BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE. MOSLEY ELECTRONICS SHALL HAVE NO LIABILITY AT LAW OR IN EQUITY TO CUSTOMER OR OTHER PERSONS FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES PERTAINING TO PROPERTY LOSS, PERSONAL INJURY, DEATH, LOST PROFITS, OR BUSINESS INTERRUPTION ARISING FROM OR IN CONNECTION WITH CUSTOMER'S USE OF THE EQUIPMENT. IN NO EVENT SHALL THE TOTAL AMOUNT OF MOSLEY ELECTRONICS' LIABILITY TO CUSTOMER EXCEED THE TOTAL AMOUNT COLLECTED BY MOSLEY ELECTRONICS FROM CUSTOMER.**

Indemnification: **CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR THE SELECTION OF THE TYPE AND QUANTITY OF THE EQUIPMENT AND FOR DETERMINING THE SUITABILITY OF THE EQUIPMENT FOR CUSTOMER'S PURPOSES. CUSTOMER SHALL**

**INDEMNIFY, DEFEND AND HOLD HARMLESS MOSLEY ELECTRONICS, AND ITS OFFICERS, DIRECTORS, OWNERS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES (INCLUDING ATTORNEYS FEES AND LITIGATION EXPENSES), DAMAGES AND LIABILITIES RELATING IN ANY WAY TO CUSTOMER'S USE OR POSSESSION OF THE EQUIPMENT AND ANY ACT, OMISSION, NEGLIGENCE, RECKLESSNESS, OR GROSS MISCONDUCT BY CUSTOMER, ITS EMPLOYEES, AGENTS OR CONTRACTORS.**

General Provisions: (a) This Sales Order constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, promises, or representations. (b) This agreement may be amended or modified only by a written instrument that is signed by authorized representatives of Customer and Mosley Electronics. (c) No failure or delay on the part of Mosley Electronics to exercise any right or remedy available to it shall operate as a waiver of any past or future right or remedy. (d) This agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Missouri. (e) The parties consent and submit to the jurisdiction of the courts in and for Franklin County, Missouri and the parties agree not to object to the jurisdiction of such courts or contest the venue of such courts as being improper or inconvenient. (f) If Mosley Electronics is required to engage the services of an attorney to enforce any of the terms of this agreement, then, in addition to any other amounts owing hereunder Customer agrees to reimburse Mosley Electronics for all attorney's fees and other costs of enforcement.

**For complete Terms and Conditions, please see [www.mosley-electronics.com](http://www.mosley-electronics.com).**