

Terms and Conditions of Sale

Agreement. These Terms and Conditions of Sale and all drawings, specifications, descriptions, purchase orders, acknowledgments and other documents attached hereto constitute the entire agreement between Servo2Go.com Ltd. ("Seller") and the buyer named herein ("Buyer"), and supersede all prior quotations, purchase orders, correspondence and other communications, whether written or oral between Seller and Buyer. All sales of Seller are subject to the following Terms and Conditions of Sale. No provision of these Terms and Conditions of Sale shall be subject to change except by written authorization of a properly authorized representative of Seller at its main office in Wilmington, Delaware. The failure of Seller to object to any other contractual provision, whether contained on Buyer's purchase order or otherwise, shall not be construed as a waiver of these Terms and Conditions of Sale nor as an acceptance of such other contractual provision.

Credit Terms. Credit is offered to approved credit applicants only. Credit approval is subject to the discretion of Seller. All first-time purchases by Buyer are subject to a COD or prepayment first order shipment policy.

Quotations. Quotations are valid for 30 days from date of issuance. Typographical and clerical errors in quotations are subject to correction. Quotations may be subject to change at the discretion of Seller to reflect changes in customs duty rulings, tax status, exchange rate fluctuations, etc. All quotations are subject to the Terms and Conditions of Sale described in this document.

Orders. All orders are received subject to acceptance by Seller in its sole discretion. Typographical and clerical errors in purchase orders and acknowledgments are subject to correction.

Prices. Prices are Ex Works point of shipment unless otherwise stated by Seller. Prices are subject to change without notice. Prices in effect at the time of shipment will apply. Seller reserves the right to adjust the pricing of any open order should the originally scheduled release date or release quantity be changed by the customer or should the fulfillment of payment obligations not be met by the customer.

Taxes. Buyer will pay any manufacturers' tax, retailer's occupation tax, use tax, sales tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transaction between Seller and Buyer.

Payment Terms. All first-time purchases by Buyer are subject to a COD or prepayment first order shipment policy. Standard terms are cash net 30 days after date of shipment by Seller. Amounts past due are subject to a service charge of 2% per month, compounded monthly (equivalent to 26.82% per annum or the highest rate permitted by applicable law, if lower), on the overdue balance. If Seller, in its sole discretion, at any time deems that, by reason of the financial condition of Buyer or otherwise, the continuance of shipment on the terms specified herein is not justified, Seller may require full or partial payment in advance. Certain orders may, in Seller's discretion, require progress payments because of their nature or the delivery involved. Pro rata payments shall become due as shipments are made. Seller's failure to exercise any right accruing from any default of Buyer shall not impair any rights in case of subsequent default by Buyer. Seller shall be entitled to recover from Buyer the cost of any proceeding or legal action to enforce payment, including, without limitation, attorney's fees and costs and judicial court costs.

Title; Risk of Loss. Title to equipment purchased by Buyer shall remain vested in Seller and shall not pass to Buyer until Seller receives payment in full for such equipment. Risk of loss passes to Buyer upon delivery to carrier.

Shipping and Delivery. Shipment shall be made by such mode of transport as determined by Seller unless special arrangements are made with the Buyer. Shipping charges will be, at the Buyer's option, either invoiced by Seller to the Buyer or paid directly by the Buyer. Seller is not responsible for any loss, damage or delay that may occur after the purchased equipment has been accepted for shipment by the carrier. Claims for damage or lost shipments must be taken up directly with the carrier. Failure to provide proper shipping information could result in additional shipping charges for resending the products. In the event of re-shipping because of inaccurate shipping information provided by you, or if a product was returned to Seller because it was refused, you will be held liable for all additional shipping charges. Seller will not be liable for any claim that the product has been lost, misplaced, or has otherwise failed to be delivered to you if the provided shipping address information is not correct. Shipping dates given by Seller are approximate and are based on prompt receipt of all necessary information regarding the order. Seller will use its best efforts to meet the scheduled date shown on the face hereof but does not guarantee to do so. Failure to make shipments as scheduled does not constitute a cause for cancellation and/or for damages of any nature. If a delay is requested by the Buyer or any delay is caused by lack of shipping instructions, Seller will store all items ordered at the Buyer's risk and expense and will invoice the Buyer for the full purchase price of the applicable equipment on or after the date on which the same is ready for delivery.

Force Majeure. Failure or delay in performance by Seller shall be excused to the extent that such failure or delay is caused by an event beyond Seller's reasonable control. In such event Seller will notify Buyer promptly of the commencement and nature of such a cause.

Cancellation. All undelivered parts of any order may be canceled by Buyer at any time but only with the written approval of Seller. If Buyer fails to make payments to Seller in accordance with the terms hereof, Seller may at its option cancel all undelivered parts of any order by written notice to Buyer. In the event of any cancellation of any order by either party, Buyer shall pay to Seller the reasonable costs and expenses (including transportation costs and all commitments to its suppliers and subcontractors) incurred by Seller in connection with filling such order plus an amount equal to Seller's usual rate of profit for similar work.

Returns. No equipment is to be returned without written authorization by Seller. If Seller agrees to accept the return, Buyer will pay a restocking charge equal to a minimum of 30% of the order price or higher, in Seller's discretion, plus all transportation costs incurred by Seller as a result of the return.

Engineering Data. All engineering data, design information, engineering and shop drawings, know how and other intellectual property used in the completion of this order are the property of Seller.

Patents. Buyer acknowledges that the fulfillment of its order by Seller may require use by Seller of Buyer's patents or the patents of a third party, and Buyer agrees to indemnify and save Seller harmless from and against all damages, costs and expenses (including, without limitation, legal fees and costs) incurred by Seller in connection with any claim, demand or action against it and relating to such patents.

Warranty. All equipment sold by Seller is subject to the manufacturer's warranty (a copy of which is available to Buyer on request). The manufacturer's warranty shall govern all repairs, replacements and exclusions from warranty and Seller shall have no liability to Buyer related to such warranty. **In addition, Seller is not liable for any claim (a) due to misapplication, modification, disassembly, abuse, improper installation by others, abnormal conditions of temperature, dirt or corrosive matter, or (b) due to operation, either intentional or otherwise, above rated capacities or in an otherwise improper manner. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability. **Seller shall not be liable for special, indirect or consequential damages of any kind under this agreement or otherwise, even if Seller has been advised of the possibility of such damages or such damages are reasonably foreseeable.** Seller's liability with respect to a claim for any other damages arising out of or connected with the manufacture, sale, purchase, non-delivery, operation, use or performance of any product sold by Seller will in no event exceed the price paid for the product. Seller shall have no liability for damages of any kind arising from the installation and/or use of the equipment. By acceptance of the equipment, Buyer agrees to assume all liability for any damages which may result from its use of misuse by Buyer, his or its employees, or by others.

Indemnification. If Seller is made a party to any proceeding, action or arbitration, on the basis of breach of warranty, negligence, strict liability or tort, by Buyer, or any persons deriving title from Buyer, or any third party, unless it shall be determined that Seller was solely negligent or solely at fault, then Buyer will indemnify and hold Seller harmless for all damages, costs and expenses in connection with such proceeding, action or arbitration, including attorneys fees.

General. Seller's quotation, these Terms and Conditions of Sale and Seller's order acknowledgment are governed by and must be construed according to the laws of the State of Delaware without reference to the laws of any other jurisdiction. Any action or proceeding relating to the sale of Seller's products must be commenced and will remain in Delaware State Supreme Court or in the United States District Court for Delaware. Should any term or provision contained herein contravene or be invalid under applicable law, this agreement shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared herein.