



AUTOBLOCKS, INC.
TERMS AND CONDITIONS OF SALE
Revised June 19th, 2023

THESE TERMS AND CONDITIONS OF SALE GOVERN ALL SALES OF GOODS AND SERVICES BY AUTOBLOCKS, INC., TO THE EXCLUSION OF OTHER TERMS AND CONDITIONS, EXCEPT AS OTHERWISE AGREED IN WRITING.

As used in these Terms and Conditions, **“Seller”** means Autoblocks, Inc., a New Jersey corporation; **“Buyer”** means the person or entity listed on the Purchase Order as the purchaser of Seller’s Products; **“Products”** means the products and/or services (including product design, integration or consulting, plus any other consulting, training or other service concerning the use, application or implementation of any Products) listed on the Purchase Order.

1. ACCEPTANCE; TERMS AND CONDITIONS. A QUOTATION IS NOT AN OFFER CAPABLE OF ACCEPTANCE BY BUYER. ONLY PURCHASE ORDERS SUBMITTED BY BUYER ARE CAPABLE OF BEING ACCEPTED BY SELLER, AND A PURCHASE ORDER IS NOT EFFECTIVE UNTIL SELLER’S AUTHORIZED REPRESENTATIVE ACCEPTS IT IN WRITING. BY SUBMITTING A PURCHASE ORDER, BUYER EXPRESSLY ACCEPTS THESE TERMS AND CONDITIONS.

2. PRICES.

(A) Prices quoted in the Purchase Order are net prices and do not include any sales, use, goods and services, value added, privilege, excise or similar taxes, whether local, state or federal, or any applicable customs or duties applicable taxes. All taxes are Buyer’s sole responsibility.

(B) Unless Seller otherwise agrees in writing, Seller’s prices are subject to change without advance notice at any time prior to Seller’s acceptance of a Purchase Order.

(C) All prices are **FOB: West Caldwell, NJ** or **Fairfield, NJ** and/or **FCA (in accordance with INCOTERMS 2010) West Caldwell, NJ**, in each case which constitutes delivery to Buyer. The risk of loss of the Products during transport shall be on the Buyer.

(D)

All prices are in USD.

3. **PAYMENT TERMS.** Unless otherwise stated on the Purchase Order or quote, all amounts are due net 30 days following the date of the Purchase Order or invoice date, if Seller issues an invoice. For orders that exceed \$20,000, 50% of the purchase price is due upon Seller's acceptance of the Purchase Order; 30% is due at delivery of the Products; and 20% is due at Buyer's acceptance of the Products.

4. **DELIVERY.** Unless otherwise provided in the Purchase Order or agreed to in writing by Buyer and Seller, time is NOT of the essence with respect to any delivery or work schedule. Seller will make reasonable commercial efforts to maintain the shipping schedule stated in a Purchase Order that Seller accepts.

5. **CANCELLATION.** A Purchase Order accepted by Seller is final. Buyer may not cancel, suspend or modify a Purchase Order without Seller's prior written consent. If Buyer requests to cancel, suspend or modify a Purchase Order, and Seller consents, then: (a) Seller may retain any partial payment Buyer has paid in respect of the Purchase Order as liquidated damages; and (b) Buyer shall pay Seller 100% of the amount of all applicable costs seller incurred prior to the cancellation of the Purchase Order and a reasonable allowance for profits. Payment is due within thirty days of the invoice date.

6. **LIMITATION OF LIABILITY.** Seller's liability for all claims, damages, losses and injuries arising out of or relating to the Seller's performance under or breach of any of these Terms and Conditions will not exceed the amounts paid by Buyer under the Purchase Order. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL SELLER BE LIABLE TO BUYER FOR LIQUIDATED, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES OR COSTS, INCLUDING BUT NOT LIMITED TO: (1) LOSS OF PROFITS, BUSINESS OR GOODWILL; (2) LOSS OF USE OF EQUIPMENT OR FACILITIES; OR (3) LOSS RESULTING FROM UNUSABLE MACHINERY OR FACILITY DOWNTIME, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL FOR SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

7. **DISCLAIMER OF WARRANTY.** SELLER DOES NOT WARRANT THE MERCHANTABILITY OF ITS PRODUCTS AND DOES NOT WARRANT THE FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS AND EXCLUDES, ANY WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTY CONTAINED IN SECTION 8 OF THESE TERMS AND CONDITIONS.

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED BEYOND THAT WHICH IS DESCRIBED BELOW.

8. WARRANTY OF GOODS MANUFACTURED BY SELLER.

Subject to the limitations and conditions set forth below, Seller warrants to Buyer that the Products will be of merchantable quality and free from defects in material or workmanship under normal use and prescribed maintenance (the **"Warranty"**). This Warranty extends only to the Buyer (i.e., the original purchaser) and is not transferable; any purported transfer is void. The Warranty begins on the delivery date and ends on the delivery date's one-year anniversary (the **"Warranty Period"**).

9. EXCLUSIVE REMEDY. Buyer's exclusive remedy for Seller's breach of the Warranty is, in Seller's sole discretion, either (a) repair by Seller, (b) replacement by Seller of non-conforming goods with conforming goods, F.O.B. West Caldwell, NJ [with transportation prepaid to U.S. destination or domestic port] or (c) Seller providing, F.O.B. West Caldwell, NJ [with transportation prepaid to U.S. destination or domestic port], a part or item of equipment to replace any part or item of equipment which is proved to have been defective. Seller has the option of requiring the return of any defective material transportation prepaid to establish a claim.

10. LIMITATIONS OF WARRANTY.

(A) Seller will not be liable for breach of the Warranty: (i) unless the Products have been properly installed, used, maintained and serviced, in each compliance with instructions for use or maintenance of the machine as instructed by Seller and/or as set forth in the operating instructions; (ii) for normal wear and tear; (iii) negligence, misuse or neglect; (iv) unless Buyer informs Seller in writing within 10 days of the discovery of the defect within the Warranty Period; and/or (v) with respect to Products or component parts or accessories that Seller did not manufacture. Buyer is responsible for keeping proper records of operation and maintenance during the Warranty Period in the form of logsheets, and shall provide copies to Seller upon its request.

(B) For robotic screw fastening applications, the Warranty is not applicable unless Buyer uses parts free of burrs and flash. All parts must be clean, dry and to part print specifications. Damaged parts or malformed parts will cause jams and a loss of feed rate requiring manual intervention to clear.

(C) For Component Preparation Services, Seller is not liable for damaging Buyer's parts.

(D) Seller makes no representation regarding compliance with any state, provincial, or local law, rules, regulations, building code or ordinance relating to the installation or operation of the Equipment.

(E) There are no third-party beneficiaries of the Warranty.

(F) Seller has not authorized any party to make any representation or warranty other than the Warranty.

11. **WARRANTY OF OTHER MANUFACTURER'S PRODUCTS.** The Warranty does not include any components, parts or accessories that Seller did not manufacture, including but not limited to bearings, valves, seals and electrical components. SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OF GOODS MANUFACTURED BY ITS SUPPLIERS.

12. **FIELD SERVICE ASSISTANCE.**

(A) All requests for field service must be confirmed by a Purchase Order. One day of service including travel time from Seller's offices to a customer's facility and return is included in our minimum service charge of \$2500.00.

(B) Additional days of field service are billed at \$1300 per additional day after first day. For example, billing for three days of installation would include \$2500 for travel day(s) and first day of field service, plus \$1300 x (2) for each additional day of field service plus the airfare, accommodations, and meals for 3 days of service.

(C) In addition to daily rates for service, Buyer shall reimburse Seller for all actual travel and living expenses incurred by Seller and its representatives, from the time Seller's representative(s) leave his/her home base to the time of return to that base.

(D) All services rates quoted in this Section 12 are exclusive of materials and replacement parts. Materials and replacement parts will be replaced at the usual cost of individual items. 13. **RIGGING AND LIFTING.** Autoblocks will not rig or lift any equipment of any kind. The customer must provide and pay for a certified rigger to safely move any heavy equipment.

14. **ELECTRICIAN.** Autoblocks will not disconnect, connect, or work on any voltage above 240V. A certified electrician must be supplied by the site to work on any systems above 240V with Autoblocks' s supervision.

15. **SHIPPING AND DELIVERY.** Unless otherwise provided in the Purchase Order or in any other agreement between Buyer and Seller, time shall NOT be of the essence with respect to any delivery or work schedule hereunder. Seller will make reasonable commercial efforts to maintain the shipping schedule agreed upon at time Seller accepts the Purchase Order, but is not liable for any damages, losses, or charges arising out of delays in shipment or other non-performance, including delays caused by (a) strikes, fires, disasters, riots, or acts of God; (b) Buyer's acts or omissions, (c) shortages of labor, fuel,

power, materials, supplies, transportation, or facilities, (d) government actions, or (e) subcontractor or supplier delays.

16. **INDEMNITY.** Buyer shall indemnify and hold harmless Seller, its agents, and employees, from and against all suits, actions, legal or administrative proceedings, claims, demands, judgments, liabilities, losses, damages, interest, attorney fees, costs and expenses arising out of or related to (a) the Products, (b) Buyer's negligence or breach of these Terms and Conditions or the negligence or breach of these Terms and Conditions of anyone acting under Buyer's direction or control.

17. **ASSIGNMENT AND DELEGATION.** Buyer shall not assign its rights or delegate its obligations under a Purchase Order or these Terms and Conditions to any other person without the written consent of Seller. Any attempted assignment or delegation by Buyer in violation of this Section 15 is void. Seller may assign its rights, delegate its performance, and/or subcontract all or part of the Products subject to a Purchase Order.

18. **TITLE.** Title to the Products will transfer to Buyer on the earlier of full payment and delivery. If delivery occurs prior to full payment, Seller shall retain a security interest in the Products until the Seller receives payment in full.

19. **COMPLIANCE WITH LAWS.** Buyer acknowledges that the Products may be subject to export and other foreign trade controls restricting resales and/or transfers to other countries and parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States (together, "Trade Control Laws"). Buyer shall: (a) not export, re-export, transfer, or otherwise dispose of the Products directly or indirectly, except as permitted by applicable Trade Control Laws; (b) not do anything that would cause the Seller or its affiliates to breach applicable Trade Control Laws; and (c) shall protect, indemnify and hold harmless the Seller and its affiliates from any fines, damages, costs, losses, liabilities, penalties, and expenses incurred by the Seller as a result of Buyer's failure to comply with this Section 17.

20. **GOVERNING LAW; JURISDICTION.** The laws of the State of New Jersey (without regard to its conflicts of laws principles), including its Uniform Commercial Code, govern the Purchase Order and these Terms and Conditions. Buyer consents to the exclusive jurisdiction of the state and federal courts in Essex County, New Jersey, and agree that venue in Essex County, New Jersey is proper for the resolution of any disputes arising under the Purchase Order or these Terms and Conditions.

21. **SEVERABILITY.** In the event that a court of competent jurisdiction finds that any provision of the Purchase Order or these Terms and Conditions is declared invalid or unenforceable for any reason, then that provision will be severed from the remainder of this Agreement, which will remain in full force and effect.

22. **NO WAIVER.** None of the provisions of the Purchase Order or these Terms and Conditions can be waived except in a writing signed by Seller. No failure by Seller to exercise any right under Purchase Order or these Terms and Conditions operates as a waiver of any right, and no single or partial exercise of any right precludes any other or further exercise of that right or the exercise of any other rights.

23. **NO THIRD PARTY BENEFICIARIES.** Nothing in Purchase Order or these Terms and Conditions is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of Purchase Order or these Terms and Conditions or any provision contained herein, other than indemnitees and permitted assignees or delegates under these Terms and Conditions.

24. **RELATIONSHIP OF THE PARTIES.** The relationship of Buyer and Seller under the Purchase Order or these Terms and Conditions is solely that of independent contractors.

25. **COMPLETE AGREEMENT.** The Purchase Order and these Terms and Conditions contain the complete understanding existing between Seller and Buyer and supersede all prior written or verbal agreements or understandings (including all negotiations, term sheets, letters of intent and prior drafts of this Agreement) relating to the subject matter hereof. Neither the Purchase Order nor these Terms and Conditions Agreement may be amended or otherwise modified except by a writing signed by authorized representatives of Seller and Buyer.

CONTACT US

For more information, contact:

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