



Oztech Sales Order Terms and Conditions

By requesting pricing and purchasing any item from our company, buyer and/or organization agrees to the terms and conditions of the specified in here. This is an agreement that govern the business relationship between Oztech Industrial, Inc "Seller" and the party (buyer) seeking to purchase the goods and/or services from Oztech Industrial, Inc.

Price and Payment

Prices are quoted in U.S. Dollars. If payment is being made by credit card, seller is authorized to charge the credit card presented for the specified items, and any additional shipping charges to the final destination. Payment in full will be due and payable on the date specified in the invoice. All past due amounts shall bear interest at a rate of 1.5% per month.

\$35 fee will be charged on payments made by wire transfer.

%3 fee will be charged for Credit Card payments. This fee is due to merchandise account service fee.

Tax and fees

The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any additional custom duties, fees, export related carrier / transportation, airport fees will be billed to Buyer or paid directly by buyer.

NO tax shall be applied to the Government orders. We DO accept government credit cards.

Material Condition

Factory New (FN), New Unused Surplus (NS), Overhauled (OH), Used (US) material will be accompanied by a Oztech Industrial Certificate of Conformance, and any other documents/trace when applicable.

Delivery

Seller will make a good faith effort to complete delivery of the Products as indicated in the applicable sales order or invoice The seller shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any causes beyond the seller's reasonable control, including but not limited to compliance with any regulations, orders, or instructions of any



federal, state or municipal government, force majeure, acts or omissions of the purchaser, acts of civil or military authorities, fires, strikes, factory shutdowns or alterations, embargoes, war, riots, delays in transportation and inability due to causes beyond the sellers reasonable control to obtain necessary labor, manufacturing facilities or materials from the sellers usual sources. Under no circumstances will Seller be liable for loss, liquidated, incidental or consequential damages due to delay or non- delivery.

Cancellation

If Buyer should elect to cancel this order, or any part thereof, Seller reserves the right at its sole discretion, to impose 100% of the invoice value of the canceled goods as a cancellation charge. Buyer will pay these costs within 15 fifteen days of cancellation notice or receipt of Sellers invoice. Orders placed with Seller are final, non-returnable, and may not be cancelled, rescheduled, or modified.

Shipment

Legal title for the goods (which are identified Buyer's purchase order) and risk of loss shall pass from Seller to Buyer when goods are shipped from Seller's facility or drop-shipped from Seller's supplier. Seller will use standard commercial packing requirement when Buyer doesn't specify the method of shipment. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. Seller will not insure shipments unless specifically requested to do so in Buyer's purchase order, and then only for replacement value at the Buyer's expense. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit will be made by Buyer to the carrier. Lost shipments are the sole responsibility of the Buyer.

Liability

Oztech assumes no liability for consequential damages of any kind. The buyer by acceptance of the good(s) will assume all liability for any use or misuse. A defect in any part of a good or system of good shall not, when such part is capable of being repaired or renewed, condemn the entire machine (good) or system. Customer modifications of equipment or its software and failure to perform required preventive maintenance will void the manufacturing warranty of the good(s). Under no circumstances will Seller be liable for personal injury, property damage or any other loss, damage, cost of repairs or replacement, interruption of business operations, loss of profit or revenue, or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of



action arising in connection with the design, manufacture, sale, transportation, installation, use or repair of the Products sold by Seller, even if Seller has been advised of the possibility of such damages or losses.

Buyer hereby acknowledges and agrees that under no circumstances shall Seller's liability. Unless expressly warranted by the manufacturer of the Products, all Products are sold "As Is," "Where Is," and "With All Faults."

Warranty

Seller will pass through to buyer all original manufacturers' warranties that may apply to the products. seller may, at its option, process warranty requests by the buyer to the original manufacturer, or refer the buyer to the original manufacturer. seller is not responsible for any warranty related issues. seller provides no other warranty of any nature, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, and seller shall not be liable for any product liability, intellectual property, special, incidental or consequential damages relating to this order or any third-party claims.

Inspection and return policy

Buyer must claim for any damage, shortage or errors in shipping within 15 days in writing following delivery to Buyer. Buyer shall have 15 days from the date Buyer receives any products to inspect such products and services for defects and nonconformance and notify Seller in writing of any defects, nonconformance or rejection of such products. Seller will promptly review claim, and either deny claim, or repair or replace (at Seller's option), any non-conforming material in accordance with applicable Manufacturer's Warranty. After such 15 days period, Buyer shall be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Products for any reason or to revoke acceptance. Buyer hereby agrees that such 15 day period is a reasonable amount of time for such inspection.

If seller accept the buyer claim, then Return Material Authorization (RMA) number must be obtained before returning a good for repair or replace in accordance with manufacturing warranty. Unauthorized returns that has no RMA number will be rejected and returned to buyer at buyer's expense. All returns may subject to a 25% restocking fee.

The item(s) you are returning must have all original paperwork. If an item was special ordered, overhauled, or serviced for you, the return is subject to the manufacture or shops willing to accept the material back. If the manufacture or shop levies a restocking or handling cost, this amount will be deducted from your credit above our 25% restocking fee.

Export



Any part(s) sold by seller CANNOT be re-sold to a USA embargoed countries, debarred parties companies, entity, or person(s) in Specially Designated Nationals List (SDN). Depending on the ECCN, these commodities may require export license or exception. Diversion contrary to U.S. law is prohibited. Buyer will not export these goods unless it complies with all applicable U.S. export laws and regulations.

It is the responsibility of (the Buyer) to determine what the applicable requirements may be, to obtain all necessary authorizations, licenses or approvals. The use, disposition, export and re-export of the property covered or included in this sale, order or quote is subject but not limited to the provisions of law referenced in End-Use Certificate DLA form 1822, DEC 2001, including, but not limited to, the Arms Export Control Act (22 USC 2751 et seq.) ; Export Administration Act of 1979 (50 USC App. 2401 et seq.) as contained under Executive Order 12924; International Traffic in Arms Regulations (ITAR) (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.) and the Espionage Act (18 USC 793 et seq.).

For further information regarding the applicable laws, regulations, and policies contact:
U.S. Department of Commerce - Bureau of Industry and Security at <http://www.bis.doc.gov>
U.S. Department of State- Directorate of Defense Trade Controls <http://www.pmddtc.state.gov>

For the lists of prohibited entities can be found at the following websites:

Debarred Parties <http://www.pmddtc.state.gov/compliance/debar.html>

Specially Designated Nationals List <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

Nonproliferation Sanctions <http://www.state.gov/t/isn/c15231.htm>

Embargoed Countries http://www.pmddtc.state.gov/embargoed_countries/index.html

Entire Agreement

This Agreement constitutes the entire, complete, and exclusive agreement between the parties hereto and supersedes any prior oral or written agreements, communications and/or negotiations between the parties with respect to the subject matter hereof, and contains all the agreements and conditions of sale.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to its choice of law principles, and the parties expressly consent to the jurisdiction of the New York State and/or Federal courts to resolve any disputes hereunder.