

Standard Terms and Conditions

The following Terms and Conditions ("Terms") are applicable to all sales made by Absolute Haitian Precision LLC, 33 Southgate Street, Worcester, MA 01610-1720 ("AHP"), and the acceptance of any order is expressly conditioned upon Buyer's consent to these Terms. For the purpose of this agreement, AHP shall include Absolute Haitian Precision LLC and any successors, assigns, or future entities that may arise due to a change in the company's legal name, structure, ownership, or merger with another entity. All terms and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto.

The Terms contained herein and any other terms and conditions stated in any proposal or quotation of AHP regarding the particular sale shall constitute the complete agreement between AHP and Buyer and shall supersede all prior understandings, transactions and communications, whether oral or written, with respect to the matters referred to herein, and shall form the complete contract between AHP and Buyer (the "Contract"). The Contract shall be binding upon delivery of written acknowledgement of acceptance of the order by AHP

NO INTERLINEATION, DELETION, OR OTHER MODIFICATION OF THESE TERMS AND CONDITIONS OF SALE, AND NO ADDITIONAL TERMS OR CONDITIONS SET FORTH IN BUYER'S ORDER FORM OR IN ANY OTHER DOCUMENT EXECUTED AND/OR DELIVERED BY THE CUSTOMER TO AHP, SHALL BE BINDING UPON AHP UNLESS SPECIFICALLY SET FORTH IN A WRITING SIGNED BY A DULY AUTHORIZED OFFICER OF AHP AND THE CUSTOMER.

All sales are subject to written Sales Confirmation by AHP. No Contract shall arise until a written acknowledgment with an authorized signature from the Seller accepting the Buyer's order is sent by AHP to the Buyer. Receipt by Buyer of AHP's acknowledgment and acceptance of an order without prompt (within 48 hours) written objection thereto shall constitute acceptance by Buyer of these Terms and Conditions and the terms and conditions of the quotation or proposal of AHP.

1. **Payment of Purchase Price:** The Buyer shall pay AHP the total payment amount for the equipment to AHP at 33 Southgate Street, Worcester, MA 01610-1720, as stated in the quotation, the proposal, or in the acknowledgement and acceptance with regards to the sale of the machinery ("Equipment"), as follows:

- 1.1. An amount equal to thirty percent (30%) of the total machine/s price (the "Purchase Price") to AHP shall be due upon the acknowledgement and acceptance of the order by AHP.
- 1.2. An additional amount equal to fifty percent (50%) of the total machine/s price to AHP in collected funds before the Equipment is shipped from the manufacturer.
- 1.3. The balance of the Purchase Price shall be paid to AHP not later than thirty (30) days from the date of delivery of the Equipment according to the terms hereof.

2. **Additional Payment Terms:**

- 2.1. The terms of payment provided for herein do not include any allowance for credit terms and shall apply notwithstanding any request for delay in delivery to the Buyer.
- 2.2. Buyer shall pay interest on all amounts not paid to AHP in a timely manner at an interest rate of eighteen percent (18%) per annum.
- 2.3. Buyer hereby grants AHP a purchase money security interest in the machine being transferred to Buyer to secure the full payment of the purchase price. Before the machine is unloaded at Buyer's place of business, Buyer shall execute and deliver to AHP a UCC-1 Financing Statement or other similar document in proper form necessary to perfect the purchase money security interest of AHP in and to the Equipment. Buyer authorizes AHP to execute and deliver any and all documents necessary to perfect such security interest.

3. **Cancellation:** In the event that the Buyer cancels the Equipment purchase contemplated herein:

- 3.1. If Buyer cancels the purchase order before the Equipment is shipped, Buyer shall be responsible for payment to AHP for an amount equal to eighty percent (80%) of the total purchase order, subject to the provisions of Section 3.2. If the order is cancelled after shipment, Buyer shall be responsible for payment of one hundred percent (100%) of the amount of the purchase order; and
- 3.2. Upon receipt of the notice of cancellation from the Buyer before shipment, AHP shall use reasonable efforts to resell the machine and the amount received by AHP from the resale of the machine, plus all costs, and charges related to the preparation and delivery of such machine for resale, shall be deducted from the balance owed to AHP under Section 3.1. Nothing in this paragraph shall relieve the Buyer from the obligation to pay the amount owed to AHP under Section 3.1 in a timely manner.
- 3.3. AHP shall have the right at our discretion, upon written notice to the Buyer, to terminate the contract unilaterally with immediate effect, fully or in part and/or to suspend performance of its obligations under the contract with immediate effect, if:
 - 3.3.1. The Buyer has failed to fulfill one or more of its obligations under these Terms or any other contract or other sales terms;
 - 3.3.2. Buyer has suspended payments or has sought the protection of the Bankruptcy Courts;
 - 3.3.3. A petition for the involuntary bankruptcy of the Buyer has been filed which has not been dismissed within thirty (30) days from the date of filing;
 - 3.3.4. The Buyer's property on AHP's premises has been attached in execution;
 - 3.3.5. A resolution for the dissolution and/or winding up of the Buyer has been adopted;
 - 3.3.6. Buyer is past due on any payment(s) to AHP;
 - 3.3.7. Buyer refuses to sign the UCC1 form prior to the machine(s) arrival at the dock of the Buyer's facility addressed above.

AHP is not and will never be liable with respect to the Buyer for any damages arising from termination of the sale pursuant to these Terms or from the suspension of obligations under these Terms for the aforementioned reasons. The amounts invoiced by AHP for performance prior to or upon termination of these Terms will be immediately due and payable. Buyer agrees to pay any and all of AHP's costs, damages, attorneys' fees and other expenses associated with Buyer's termination under these Terms and/or any contract with AHP pursuant to the terms of this Section.

4. **Customs Duties, Rates of Exchange, and Ocean Freight:** All prices herein are based on rates of in effect at the time of quotation and are subject to revision at the time of invoicing.

- 4.1 All prices herein are based on customs duties and rates of exchange in effect at the time of quotation and are subject to revision at the time of invoicing.
- 4.2 All prices herein are based on ocean freight rates in effect at the time of quotation and are subject to revision at the time of invoicing.

5. **Price Changes:**

- 5.1. A price quotation from AHP is good for thirty (30) days only from the proposal date. An order received after thirty (30) days is subject to price revisions.
- 5.2. Any price in the quotation for optional feature(s) applies only if such feature is ordered at the same time as the machine.

6. **Shipping Charges and Related Charges:** The quotation of AHP shall include only the ocean shipping, ocean freight and other ocean transportation costs and all duties and import fees applicable to the shipment of the Equipment to the North American port of entry. Any and all taxes, fees, or assessments on the ownership or installation of the Equipment shall be the sole responsibility of the Buyer, and the Buyer shall indemnify and hold AHP harmless from and against any and all such costs.
7. **Currency:** Unless otherwise stated herein, all dollar amounts referred to in these Terms or in a Schedule hereto are in United States currency.
8. **Installation/Training/Start-Up/Initial Service:**
 - 8.1. Buyer shall have the obligation at its expense to prepare its premises for installation of the Equipment and will provide all facilities including, but not limited to, foundation, space, electrical power, connector requirements, fittings to the Equipment operation, rigging, unloading fees and the like in accordance with industrial standard and installation requirements.
 - 8.2. The initial installation will be supervised, where applicable, by AHP personnel in accordance with AHP policies and procedures. The Buyer will provide all necessary labor for unloading, unpacking and placement of the Equipment and if necessary, packing for return of Equipment, which AHP will supervise at no additional cost within the time period stated in 8.3. to the Buyer. If installation or removal of the Equipment by AHP representatives is precluded by local law, union agreement or otherwise, then AHP will supervise the installation of the Equipment by third parties within the time period stated in 8.3, and the Buyer will bear any additional costs caused thereby. At Buyer's request, AHP will, as soon as reasonably possible, provide a serviceman to inspect the installation of the equipment and assist Buyer in proper start-up of the equipment.
 - 8.3. The purchase price for the Equipment shall include the following labor charges for Startup and Training based on the machine size.
 - 8.4. If the installation/start-up/training exceeds the number of days set forth in Section 8.3., or if any additional services are thereafter requested of AHP, Buyer shall be charged for the labor, travel time and parts involved at AHP's standard rates of which, each person, at \$1,000 per eight (8) hour day, including travel time, plus travel and living expenses at cost. Overtime service rates after eight (8) hours, on Weekends and on Holidays are charged, each person, at \$250/hour. Such additional charges shall be payable to AHP within thirty (30) days following the date of an invoice from AHP to Buyer.
9. **Maintenance and Repairs:** All work under the limited warranty set forth herein must be performed by AHP or its approved contractors. The Buyer shall be responsible for normal maintenance and repair of the Equipment in accordance with the provisions of the manual for the Equipment. Any work not authorized or performed by AHP or its approved contractors will void the warranty.
10. **Delivery:**
 - 10.1. Unless otherwise agreed by AHP, delivery of the Equipment described herein shall be to the closest port. Delivery terms shall be FOB: Named Port in accordance with the provisions of the Uniform Commercial Code. AHP will use all reasonable diligence to meet the scheduled dates for shipment and delivery but cannot guarantee any delivery or completion date. AHP shall not be liable for any loss, damage, expense, or charge of any kind resulting from delay in delivery or shipment. All charges for rigging at Buyer's facility and drayage for the Equipment will be paid by the Buyer. All boxing, crating and skidding used in the shipment of the Equipment is the property of AHP and is returnable to AHP at their option.
 - 10.2. If Buyer refuses to receive the delivery of the Equipment at the date specified in the order or other documentation agreed to by AHP, the delivery of the Equipment shall nevertheless be deemed accepted by Buyer, and Buyer shall be responsible for payment for the Equipment. Any storage of Equipment arranged by AHP will be at the risk and expense of the Buyer. AHP shall further be entitled, not to the exclusion of any other remedy for the Buyer's failure to take the Equipment, to recover any expenses incurred in performing hereunder as a result of the Buyer's refusal to accept delivery. These charges are in addition to the quoted price for the Equipment.
11. **Delivery Time:** Time for delivery and/or shipment is stated according to AHP's best expectations but is not guaranteed nor is a condition of these Terms. AHP shall use all reasonable diligence to meet the specified dates and time for shipment but shall not be liable for any loss, damage, expense, or charge resulting from delay in shipments. Unless special shipping instructions are received from the Buyer substantially before the shipment date and agreed to by AHP, AHP will use its best judgment as to the best means of shipment and routing consistent with the nature of the shipment.
12. **Loss and Damage:**
 - 12.1. AHP shall bear the risk of loss with respect to any damages, destruction, loss, theft, seizure or government taking of the Equipment or part thereof, whether partial or complete, and whether or not through any default or neglect of the AHP, until time of delivery to the Buyer's plant.
 - 12.2. After delivery to the Buyer's facility, the Buyer shall bear the risk of loss with respect to any damage, destruction, loss, theft, seizure or government taking of any item of the Equipment, whether partial or complete, and regardless of whether or not through any default or neglect of the Buyer.
 - 12.3. No such event of damage, destruction, loss theft, seizure, or governmental taking shall relieve the Buyer of its obligation to pay the purchase price hereunder.
13. **Title:** Title to the Equipment shall remain with AHP until full payment is received by AHP. AHP will file and maintain a purchase money security interest until the Buyer has paid in full for the Equipment. Buyer shall not pledge, mortgage, encumber, or create or suffer to exist a security interest in the Equipment in favor of any person other than AHP unless written approval of such other security interest is given by AHP while any amounts are outstanding on the purchase of the Equipment. Additionally, Buyer agrees to keep the equipment insured to its full value until full payment is received by AHP.
14. **Personal Property:** Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full, the Equipment is and shall at all times remain personal or moveable property and shall not be affixed or attached to any lands, buildings, motor vehicles or other chattels without the prior written consent of AHP. Where the Equipment is to be delivered to a leased premise, the Buyer shall, upon AHP's request, advise AHP of the name and address of the landlord of such leased premises. Any obligation of AHP to deliver the Equipment shall be contingent upon the execution of such Landlord of any instruments necessary to confirm the security interest of AHP in and to the Equipment.
15. **Location and Inspection:** Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full:
 - 15.1 The Buyer shall maintain the Equipment at the location specified in the Quote and shall not move the Equipment from such location without the prior written consent of AHP; and
 - 15.2 AHP shall have the right to inspect the Equipment upon request.

16. **Software License:** System Operation Control Programs (“Software”) supplied with certain Equipment, whether provided in transportable media or embedded within the Equipment are, and remain the property of, Ningbo Haitian Group, Ltd., the manufacturer (“Ningbo”). Buyer is granted a non-exclusive right to use Software only in the Equipment. Unless supplied with its associated Equipment hereunder, no Software, regardless of the form in which it is embodied when received by Buyer, shall be made available to any third-party or entity. The ownership of rights to and all interest in the Software at all times shall remain with Ningbo. In the event that Buyer uses the Software in an unauthorized manner, duplicates or transfers the Software, Ningbo or AHP may terminate the license granted hereunder, and Buyer shall, upon and in accordance with Ningbo or AHP’s request, return or destroy all copies of programs then in its possession. The right to terminate the license granted hereunder shall be in addition to its other rights and remedies for unauthorized use, duplication, or transfer, including its right to seek injunctive relief and damages for the same. In the event an unauthorized change or modification to the Software affects the safety of the Equipment, Buyer agrees to indemnify and hold Ningbo and AHP harmless from and against any loss, damage, claim, expense, or cause of action resulting from any personal injury or property damage resulting there from.
17. **Assignments:** Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full, neither these Terms nor the Buyer’s rights hereunder shall be assigned except with AHP’s prior written consent. These Terms and all rights of AHP hereunder may be assigned by AHP without the Buyer’s consent.
18. **Net Purchase Price:** The Buyer shall pay or reimburse AHP for all expenses, fees, charges, claims and fines incurred or arising in connection with the registration, licensing, possession, use or operation of the Equipment and all taxes and duties (including, without limitation, use, franchise, goods and/or services taxes, retail sales taxes and value added taxes) other than taxes on income levied on AHP under any federal or state income tax law on or relating to the sale of this Equipment.
19. **Credit Investigation:** The Buyer hereby consents to AHP conducting a personal investigation or credit check upon the Buyer, subject to applicable legislation.
20. **12 Month Limited Warranty:**
- 20.1 **12-Month Parts/Equipment Limited Warranty:** AHP warrants that equipment manufactured by Ningbo Haitian Group, Ltd., the manufacturer (“Ningbo”) will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery. AHP’s obligation under this Limited Warranty is limited solely to the repair or replacement of any covered part that is deemed defective, in the sole opinion of AHP. Such warranted parts must be returned to AHP within thirty (30) days of discovery of such defect, within the limited warranty period of twelve (12) months, and at the Buyer’s expense. If the warranted parts are not returned within thirty (30) days an invoice will be sent for the new part(s) to the Buyer. No allowance will be made for any repairs or alterations made by the Buyer without AHP’s written consent. The foregoing Limited Warranty shall not, in any case, exceed the cost of repairing or replacing defective parts as aforesaid.
- 20.2. **12-Month Service Labor Limited Warranty:** For the first twelve (12) months after the machine delivery, AHP will provide all service labor for diagnosis and repair or replacement of defective parts as described under the 12 Month Limited Warranty. Warranty does not apply to wear components unless they prove to be defective in material or workmanship.
- 20.3. **Limitations and Exclusions:** “Normal use” shall mean use consistent with standard industry practice, within rated capacities, at correct voltage, use of materials that the Equipment was manufactured to use, with normal preventive maintenance, and in accordance with the applicable AHP maintenance and operating manuals. Equipment modifications of which are not approved in writing by AHP voids the terms of this Limited Warranty immediately. This Limited Warranty does not apply to parts subject to wear or consumption, such as filter elements, fuses, lubricants, breakers, contactors, relays, etc. The warranty does not apply to damage caused by war and “Acts of God” such as, but not limited to floods, earthquake, fire, lightning, wind, water, electrical surges, and other acts of nature or man.
- 20.3.1. **The Limited Warranty for parts is subject to verification** of an actual defect by return of the part to AHP at Buyer’s expense or by inspection by authorized AHP service personnel at their option. Diagnosis beyond the original start-up of the Equipment that does not result in the identification of specific Limited Warranty claims may result in service call charges at AHP’s sole discretion. Parts replaced under the terms of this Limited Warranty are covered for the remainder of the applicable Limited Warranty period but no less than ninety (90) days and will be shipped to Buyer, at AHP’s expense, by standard ground transportation. Additional costs for any other shipping option chosen by Buyer shall be at Buyer’s expense. Component parts used in the service or repair of AHP injection molding machines may be either new or rebuilt in compliance with original design specifications.
- 20.3.2. **All liability under this Limited Warranty will cease immediately if:**
- 20.3.2.1. Any payments are overdue;
- 20.3.2.2. The Equipment is relocated to other than the original installation position, no matter in the same building or not, without the supervision of AHP service technician (The AHP service technician supervising the machine relocation is not a warranty work specified herein and therefore must be purchased by the Buyer);
- 20.3.2.3. Any repairs, alterations, or modifications are made by the Buyer or a contractor of the Buyer without written consent from AHP;
- 20.3.2.4. Any machine damage caused by abuse or the condition of the site the machine installed, of which does not meet the industry standard, or cause machine out of balance;
- 20.3.2.5. Upon the date of termination described herein;
- 20.3.2.6. Any work performed by anyone other than AHP or its authorized contractors and/or;
- 20.3.2.7. Any damage caused by war and “Acts of God” such as, but not limited to floods, earthquake, fire, lightning, wind, water, electrical surges, and other acts of nature or man.
21. **No Other Warranty:** EXCEPT AS OTHERWISE STATED HEREIN, AHP MAKES NO WARRANTY, CONDITION OR REPRESENTATION WHATSOEVER AS TO THE DURABILITY, QUALITY, CONDITION OR SUITABILITY OF THE EQUIPMENT FOR THE BUYER’S PURPOSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AHP HEREBY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AHP IS UNDER NO OBLIGATION TO INSPECT, SERVICE OR OTHERWISE RENDER OR MAINTAIN THE EQUIPMENT FOR THE BENEFIT OF THE BUYER. AHP SHALL NOT BE LIABLE TO THE BUYER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE USE, MAINTENANCE OR POSSESSION THEREOF OR THE REPAIRS, SERVICING OR ADJUSTMENTS THERETO, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED AND WHETHER BASED ON CONTRACT, NEGLIGENCE,

STRICT LIABILITY OR OTHER LEGAL THEORY. AHP SHALL NOT BE RESPONSIBLE TO THE BUYER FOR ANY DELAY OF DELIVERY OF THE EQUIPMENT. NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER TO THE BUYER SHALL IN ANY WAY AFFECT THE BUYER'S OBLIGATION TO PAY THE PURCHASE PRICE OR PERFORM ITS OBLIGATIONS UNDER THESE TERMS.

22. Limitations of Remedies and Liabilities: Buyer agrees that AHP's liability and Buyer's sole and exclusive remedy pursuant to any claim of any kind, including but not limited to claims in contract, negligence or strict liability, against AHP or any of its affiliates, shall be the repair or replacement at AHP's option of defective products or parts thereof or the correction of Equipment and Software. Claims of any kind include, but are not limited to, those for any loss or damage arising out of, connected with, or resulting from these Terms or from the performance or breach of the terms hereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of the Equipment or part thereof or Software covered by these Terms. All legal proceeding must be conducted in a Massachusetts Court of Law.
23. Indemnity: The Buyer shall indemnify AHP against and save AHP harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (including, without limitation, attorney's fees and expenses) arising out of, connected with, or resulting from the Equipment including, without limitation, selection, delivery, possession, use, maintenance or operation of the Equipment.
24. Designs: All designs and specifications shown in AHP's catalogue are subject to change without notice. The weights, dimensions, capacities, performance ratings, full load amperage and other data on AHP's catalogs, prospectus, circulars, advertisements, and price lists and instructions sheets are mentioned only as general information. They are only approximate and shall not bind AHP. If dimensions are critical, the Buyer must request certified prints from AHP.
25. Robotic Systems: Except as otherwise specifically provided, the parties agree that AHP shall have no responsibility for any robotics systems or hardware, including spare parts ("System(s)"), either supplied pursuant to these Terms or by separate contract between Buyer and a third-party, other than the pass through of any warranties provided by the supplier or manufacturer of the System(s). Buyer agrees that it will be responsible for: (i) choice of, hook-up and integration of all Systems with the Equipment purchased pursuant to these Terms; (ii) compliance with all applicable standards, guidelines and legal requirements related to safety and guarding in conjunction with integration of the System(s) and Equipment; and (iii) agrees that Buyer (or a party of its choosing but other than AHP) shall act as Systems Integrator with respect thereto in accordance with applicable standards and guidelines. Buyer agrees to indemnify and hold AHP from and against any loss, expense, liability claim or litigation regarding personal injury, property damage, breach of these Terms or otherwise with respect to breach by Buyer of its responsibilities as related to the System(s) as specified above.
26. Intellectual Property Rights: All intellectual property rights to, ownership of and interest in all goods, trademarks, trade names, logos, other distinctive marks, designs, and other materials created and/or made available by Ningbo Haitian or the manufacturer hereunder or within the framework of the relationship between Buyer and AHP, are vested exclusively in AHP and/or Ningbo Haitian or the manufacturer. The Buyer shall not reproduce, transfer, grant, assign, license, or use the goods, distinctive marks, and designs and other materials created and/or made available by AHP and/or otherwise act as maker of and/or party entitled to such rights, except in accordance with these Terms. The Buyer shall not remove, modify, or alter indications concerning intellectual property rights and concerning the confidential nature of information from goods, services, programs, works, trademarks, trade names, logos, other distinctive marks, inventions, designs, models and other materials created and/or made available by AHP and Equipment delivered. The Buyer shall not alter - or have altered, - modify, have modified, adapted or otherwise reconfigured, the goods, services, programs, works, trademarks, trade names, logos, other distinctive marks, inventions, designs, models and other materials created and/or made available by AHP.
27. Safety Devices: All safety devices are checked prior to shipment, and AHP assumes no responsibility for accidents due to faulty maintenance of such device or for improper or unsafe work practices on the part of the Buyer, the Buyer's personal, or representatives of the Buyer. AHP maintains the option to refuse to work on any Equipment that has been modified without its approval or is deemed to be unsafe or located in an unsafe area at its sole discretion.
28. Rules, Regulations: The Occupational Safety and Health Act (OSHA) impose certain requirements on an employer including many relating to the use of the Equipment. The interpretation and applicability of the regulations issued pursuant to OSHA is directly related to the conditions and manner in which the Equipment is used. Buyer acknowledges and accepts that it is solely responsible for its and its employees' compliance with OSHA. Buyer indemnifies and holds AHP harmless for any claims as a result of Buyer's failure or alleged failure to comply with OSHA, including but not limited to any and all attorneys' fees, court costs, administrative fines and other expenses resulting there from. AHP believes that its Equipment can be used in a manner that complies with OSHA and its associated regulation at its date of delivery, but cannot and does not so warrant, and makes no warranty or representation of any kind that the Equipment complies with OSHA.
29. Limitations on Liability: In no event shall AHP be liable for damages arising from delay, default or non-performance caused by:
- 29.1. any impossibility or unlawfulness of performance for any reason;
 - 29.2. any interference (government or otherwise) with AHP's normal production of the Equipment or with the shipping or installation thereof;
 - 29.3. any contingency beyond AHP's control or the control of its suppliers including, but not limited to future allocations of raw material (governmental or otherwise) or similar restrictions limiting AHP's production, installation or shipment.

Should any of the foregoing circumstances arise and upon returning advance payments on account of such cancelled part of the sale pursuant to these Terms, AHP shall have the right to cancel the sale or any unexecuted part thereof without further liability to the Buyer or AHP.

30. Collection Expenses: AHP's costs of: (i) collection, (ii) legal proceedings to recover any monies due hereunder, (iii) repossession of the Equipment, and/ or (iv) enforcement of any of AHP's rights; such costs including, without limitation, rigging, freight, storage, attorney's fees and expenses associated therewith, shall be paid by the Buyer to AHP immediately upon demand.
31. Resale of Equipment: If AHP repossesses the Equipment or the Buyer surrenders the Equipment, AHP may sell the Equipment at public or private sale with or without notice to the Buyer and upon such terms and in such manner as they may determine in accordance with applicable law. The Buyer remains fully liable for any balances remaining due after the proceeds have been applied to any open balances owed by the Buyer to AHP.
32. No Waiver: No delay or omission to exercise any right or remedy accruing to AHP upon any breach or default of the Buyer will impair any such

right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval on the part of AHP of any breach or default under these Terms, or of any provision or condition hereof, must be in writing and signed by a Corporate Officer and will be effective only to extent as specifically set forth in such writing. All remedies, either under these Terms, or at law or in equity otherwise afforded to AHP are cumulative and not alternate.

33. **Force Majeure:** AHP shall not be liable for any delay in performance or nonperformance which is due to war, fire, pandemic, flood, acts of God, acts of third parties, acts of governmental authority or any agency or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond its control including, but not limited to, those interfering with production, supply or transportation of product, raw material or components or its ability to obtain, on terms AHP deems reasonable, material, labor, equipment or transportation expense or cause of action resulting from any personal injury or property damage resulting there from.
34. **Instruction Language:** The English language is used for the manuals and warning labels on the Equipment. It is Buyer's sole responsibility if there are other languages, other than English, that for whatever reason are required for using the Equipment.
35. **Applicable Law:** The interpretation, validity, and effect of these Terms shall be construed and determined in accordance with the laws of the **Commonwealth of Massachusetts** in the United States, without reference to conflict of laws principles. The parties hereto hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Equipment. **Unless agreed otherwise, the parties hereby irrevocably agree to submit to the exclusive jurisdiction and venue of the courts of Worcester County, Massachusetts and agree to be bound by any judgment thereof.** Any action by Buyer against AHP for breach of contract must be commenced within one (1) year after the cause of action has accrued.
36. **Buyer's Waiver:** To the extent not prohibited by law or statute, the Buyer hereby waives the benefit of all provisions of all applicable conditional sales, regulatory credit and other statutes and regulations made hereunder in any and all jurisdictions, which would in any manner affect, restrict or limit the rights of AHP hereunder. The Buyer also waives and assigns to AHP the right of any statutory exemption from execution or otherwise.
37. **Binding Effect:** Subject to the terms hereof, these Terms shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.
38. **Interpretation:** Whenever the context of these Terms so requires, the singular number shall include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders and vice versa and, in case more than one Buyer is named as a Buyer, the liability of such buyers shall be joint and several without benefit of division or discussion.
39. **Notices:** Any notice required or permitted to be given by the provisions hereof must be in writing and will be conclusively deemed to have been received by a party on the day it is delivered by hand and in person to such part at the address indicated below (or at such other address as such party specifies to the other party in writing) or if sent by registered mail provided there is no interruption in postal services, on the fifth (5th) business day after the day on which it was mailed and addressed to such address. **If to AHP: Absolute Haitian Precision LLC, 33 Southgate Street, Worcester, MA 01610-1720. If to the Buyer: as set forth in the purchase order/ quote.**
40. **Severability:** Any provision of these Terms prohibited by or deemed unlawful or unenforceable under any applicable law or jurisdiction shall, at the sole option of AHP, be ineffective as to such jurisdiction without invalidating the remaining provisions of these Terms except, however, that to the extent that the provisions of an applicable law can be waived, they are hereby waived by the Buyer. If necessary and possible at the discretion of AHP, the parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.
41. **Further Assurances:** The Buyer agrees to do all things and execute and deliver all documents as may reasonably be required by AHP in order to give effect to these Terms, including, but not limited to, the execution of financing statements in order to effect such registration as may be necessary in order to protect AHP's interests herein.
42. **Choice of Language:** The parties hereby acknowledge that they have required these Terms and all other agreements and notices required, permitted, or given pursuant hereto to be drafted in the English language.
43. **Final Acceptance:** All orders are subject to final acceptance by written sales confirmation from AHP and no Contract shall be implied until acknowledged and accepted by AHP in writing.
44. **Headings:** Paragraph headings are not to be considered part of these Terms and are included solely for convenience and are not intended to be a full or accurate description of the contents thereof.

For Absolute Haitian Precision LLC:

Authorized Signature

Date

Print Name

Title

For Customer:

Authorized Signature

Date

Print Name

Title

End of Document