



STANDARD PURCHASING TERMS AND CONDITIONS

1. **Acceptance, Purchase Order Constitutes Entire Agreement** — This order constitutes Blue Onyx Systems' offer and may be accepted by Seller only in accordance with the terms hereof. Any acceptance herein of an offer of Seller, or any confirmation herein of a prior agreement between Blue Onyx Systems & Seller, is expressly made conditional on Seller's assent to the additional or different terms contained herein. This Order may be accepted by Seller by commencement of work, shipment of goods, or furnishing of services hereunder. Dispatch of Seller's acknowledgement form or other written document will also act as acceptance if it agrees with this Order with respect to the description, amount, price and time of delivery of the goods or services ordered.

Notwithstanding any waiver in any instance, or any oral agreement, or any instructions, terms and conditions that may be contained in any quotation, acknowledgement, invoice or other written document of Seller, no addition to, waiver for future or modification of, any of the provisions herein contained shall be of any force or effect unless made in writing and executed by Blue Onyx Systems.

2. **Changes** — Blue Onyx Systems shall have the right at any time to make changes in this Order by written notice to Seller, and the Seller agrees to comply with such changes. If such changes cause a material increase or decrease in the Seller's costs or time of performance of this Order Seller shall notify Blue Onyx Systems immediately.

3. **Price** — If this Order is not priced it shall not be filled at prices higher than those last quoted and charged to Blue Onyx Systems for the same articles.

4. **Shipping** — Blue Onyx Systems reserves the right to route all shipments as needed. The default shipping method is UPS Ground via Prepay & Add unless otherwise stated for non-freight orders. Freight orders default ship via Prepay & Add via the broker with the best combination of lead time, pricing, and quality. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Blue Onyx Systems' Purchase Order Number.

5. **Late Delivery and Penalty** — After 3 business days beyond the agreed delivery date of a PO, Blue Onyx Systems shall have the right to recover the amount, as liquidated damages, 0.5%/per day of the purchase order total (not to include: taxes, freight, and shipping costs) up to a total value of 25% of the PO, after which point Blue Onyx Systems reserves the right to recover the full value of the purchase order, or the maximum amount permissible by law,.

6. **Delivery/Title** — Unless otherwise agreed, delivery shall be F.O.B. point of destination and title shall pass to Blue Onyx Systems upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by Blue Onyx Systems shall be the responsibility of the Seller.

7. **Right of Inspection & Rejection** — Material and equipment supplied by Seller shall be received subject to Blue Onyx Systems' inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned to Seller at Seller's expense. No material or equipment returned to Seller as defective shall be replaced except upon Blue Onyx Systems' formal authorization.

8. **Disputes** — If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the exclusive forum and venue for any claim, suit and/or litigation shall be in the State of Wisconsin and in such proceeding, the Blue Onyx Systems and Seller waive all right to trial by jury in any action or proceeding.



9. **Course of Dealing** — Blue Onyx Systems and Seller agrees that the Terms & Conditions hereof, establish a course of dealing between them and shall apply to this and all other purchases, unless Blue Onyx Systems or Seller gives written notice of objection to any term or condition before commencement of performance in connection with any other purchase.
10. **Warranties** — In addition to any other warranties, including descriptions expressly set forth in this Order, Seller warrants that the goods supplied hereunder shall be: new; free from defects in design, workmanship and materials; fit for the purpose intended; and strictly in compliance with all plans and specifications.
11. **Chemical Substance Identification** — By acceptance of this Order, Seller certifies that any chemical substance(s) furnished pursuant to this Order has been properly labeled, and that proper information on the substance(s), e.g., material safety data sheets, have been provided to the Blue Onyx Systems, pursuant to all federal, state or local laws and regulations.
12. **Termination** — Blue Onyx Systems, by written notice, may terminate this order, in whole or in part. In the event this order is terminated as a result of Seller's default, the Seller shall be liable for all damages allowed in law or equity, including the excess cost of reprocurring similar items. If this order is terminated for the convenience of the Blue Onyx Systems, Seller will be compensated to the extent that items have been accepted by Blue Onyx Systems prior to the effective date of termination. Other than this extent, Blue Onyx Systems shall not be liable to Seller for any damages on account of its failure to accept all of the items ordered.
13. **Indemnity** — Seller shall defend, indemnify, and hold harmless Blue Onyx Systems from any claims, suits, judgments, fees and costs (including attorney's fees) based on or arising out of the Sellers products, services and/or the resale or use of the products purchased hereunder including death, personal injury, or damage to property.
14. **Right to Set Off** — Viking Masek Robotics & Automation may, without prior notice, set off any amounts, including but not limited to amounts for defective goods, non-performance, late delivery, penalties or breach of any of the terms, against any sums payable by Blue Onyx Systems to the Seller under this Agreement or any other agreement between the parties
15. **Payment Terms** — Unless otherwise stated, default payment terms for Blue Onyx Systems are Net 60 from the date of shipment.
16. **Governing Law** — The agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
17. **Confidentiality/Trade Secrets** — All specifications, data and other information furnished by Blue Onyx Systems, or its agents, to Seller in connection with this order remain the exclusive intellectual property of Blue Onyx Systems and shall be treated by the Seller as proprietary and shall not be disclosed or used, outside the limitation of this order, without prior written approval from the President of Blue Onyx Systems. In addition, the purchase of the Seller's product does not authorize the Seller to use the name of or make reference to Blue Onyx Systems for any purpose in releases for public or private dissemination, nor shall the Seller divulge or use in any advertisement or publication any specifications, data or other information pertaining to or relating to this usage without prior written approval from director level leadership of Blue Onyx Systems.