

simatec inc.

TERMS AND CONDITIONS OF SALE

1. **Acceptance.**

All orders for Products are subject to final acceptance by simatec in North Carolina, and no orders are binding on simatec until so accepted.

2. **Price; Payment.**

a. The purchase price of the Products shall be the price stated on the then current simatec price list issued by simatec and shall be Ex Works, Charlotte (Incoterms 2020). Prior to simatec's written acceptance of an order, prices are subject to change by simatec at any time, without notice to Buyer. Prices do not include shipping, packing, handling, transportation, customs or in-transit insurance costs or any sales, use, revenue, excise, value-added, privilege or other taxes or governmental charges. Buyer shall be responsible for all such costs, charges and taxes and Buyer shall reimburse simatec to the extent simatec pays such costs, charges or taxes. All prices are payable in United States Dollars.

b. All invoices shall be paid in full as and when due and are not subject to any set-offs or adjustments. Standard payment terms are net 30 days from the date of simatec's invoice ("Invoice Date") unless otherwise agreed to in writing by simatec.

c. If Buyer defaults in making any required payments by such payment's due date, Buyer shall also be liable for interest on the unpaid balance, that will accrue beginning on the date on which the payment was due, and continue until paid in full, at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum allowed by law. Buyer shall reimburse simatec for any costs of collection of past due payments, including, without limitation, reasonable attorneys' fees which amounts shall also be subject to interest charges. In the event any invoice or payment is not paid as and when due, in addition to assessing interest charges, simatec may take any of the following actions: suspend simatec's performance on the contract or any other contracts with Buyer; cancel any order; require Buyer to pay the entire price of any order upfront prior to production, shipment, or delivery; and/or take any other actions or pursue any remedies available to it under applicable law.

3. **Delivery.**

a. All deliveries of Products are Ex Works, Charlotte (Incoterms 2020). All delivery schedules or dates for Products are simatec's estimate only. simatec shall not be liable to Buyer for any delay in performance or delivery. All risk of loss of Products shall pass from simatec to Buyer upon delivery to final destination. simatec shall not be responsible for any damage to the Products caused by a carrier and Buyer's sole recourse for such damage shall be against the carrier. Delivery and performance are conditional on the timely receipt by simatec of documents necessary for the completion of the order and any required down payments or periodic payments. Partial deliveries are permissible.

4. **Limited Warranty.**

simatec warrants to Buyer, for a period of the lesser of (i) 12 months from delivery of the Products or (ii) 24 months from the manufacture of the Products, that the Products will conform to the Specifications attached as Schedule 1 and incorporated herein by reference (“Specifications”). This limited warranty excludes all damage to Products caused: (i) during or after delivery; (ii) by normal wear and tear; (iii) by use of the Products under circumstances exceeding simatec’s specifications or limitations or contrary to any instructions or information contained in any literature or information provided by simatec (as supplemented from time to time by simatec); (iv) by improper use or installation; (v) by abuse or accident; (vi) by unauthorized repair or alteration; (vii) by improper storage or maintenance; or (viii) by damage caused by natural calamities (“Limited Warranty”).

5. **Buyer’s Limited Warranty Claims.**

For any Products which simatec determines do not conform to the Limited Warranty, Buyer’s sole and exclusive remedy for the Limited Warranty shall be as follows: If the Products are covered by the Limited Warranty, then simatec will, in its sole discretion and within a reasonable time, repair or replace the non-conforming Product, or part of the Product, or refund the value of the non-conforming Product, or part of the Product. Upon discovery of a possible non-conformity and prior to the expiration of the Limited Warranty period, Buyer must immediately notify simatec in writing of the alleged non-conformity. Failure to notify simatec within the Limited Warranty period of a possible non-conformity shall void the Limited Warranty. Buyer shall not return any allegedly non-conforming Product without prior written return shipment instructions from simatec. If simatec determines that any Products are not covered by this Limited Warranty, then Buyer shall be responsible for simatec’s charges for inspection, handling, repair or replacement of the Products. This Limited Warranty shall not be deemed to have failed its essential purpose so long as simatec is willing and able to repair or replace, or refund the purchase price of, any defective Products or part of the Product.

6. **Limitation of Liability;**

Exclusion of Damages. IN NO EVENT SHALL SIMATEC’S LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVER EXCEED THE PURCHASE PRICE OF THE PRODUCT AT ISSUE. SIMATEC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER ARISING FROM THE SALE OF PRODUCTS, ANY DEFECT IN THE PRODUCTS, ANY NON-CONFORMITY WITH THE LIMITED WARRANTY, ANY USE OR INABILITY TO USE THE PRODUCTS, ANY DELAY IN DELIVERY OR SHIPMENT OF THE PRODUCTS, OR OTHERWISE. **The Agreement contains Buyer’s sole and exclusive remedies relating to the Agreement, a breach of the Agreement, or the Products, regardless of the theory of recovery.**

SIMATEC SHALL NOT PROVIDE, AND SHALL HAVE NO LIABILITY FOR, INSTALLATION OR SETUP OF PRODUCTS.

7. Insurance.

Buyer shall maintain commercial general liability, personal injury and property damage insurance policies, including wrongful death coverage, with a nationally recognized insurance company and in an amount of not less than \$ 1,000,000 for each occurrence.

8. Setoff.

Buyer shall not have any right of set-off with regard to any amounts owed to simatec, regardless of any dispute that may arise between the parties.

9. Limitation on Actions.

Any action or proceeding by Buyer arising out of or relating to the Products will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose.

10. Force Majeure.

With the exception of payment requirements, neither party shall be in default of these Terms, and performance shall be deemed extended, if due to any cause beyond such party's reasonable control.

Exhibit A
Specifications

Product:	Automatic long-term grease and oil lubricator				
Power:	generation Hydrogen gas producing drycell				
Working pressure	Max. 5 bar (72psi)				
Adjustment Stepless	1–12 months (for standard conditions)				
Operating temperature	–20°C (-4F) to +55°C (131F) ambient temperature (Grease consistency changes with temperature)				
Storage temperature	Recommended at 20°C (68F) ±5°C (9F)				
Lubricator volume	15ml	30 ml	60 ml	125 ml	250 ml
Weight full	~36g (1.3oz)	~83g (3oz)	~117g (4.1oz)	~191g (6.7oz.)	~380g (13.4oz.)
Weight empty	~22.5g (0.8oz)	~56g (2oz.)	~65g (2.3oz.)	~80g (2.8oz.)	~154g (5.4oz.)
Refill	The 15–250 ml simalube are refillable				

01/01/2025