GENERAL - These terms and conditions of sale and warranty, and the SunSource Quote or Order Acknowledgement to which they have been incorporated by reference, shall constitute the final, complete and exclusive statement of the agreement between the parties. Any further modification or amendment hereof shall be void unless in writing. The failure of Seller to insist upon strict performance of any of the terms and conditions hereof shall not constitute a waiver or modification of the terms and conditions hereof. As an offer, the SunSource Quote or Order Acknowledgement expressly limits acceptance to these terms and conditions. As an acceptance of the Purchaser’s offer, this acceptance is expressly conditioned on the Purchaser’s agreement to all the terms and conditions of this Agreement. The Acceptance of the Purchaser constitutes a binding contract between the parties. Any varying, differing or additional terms and conditions contained in the Purchaser’s purchase order, request for quotation or anywhere in any other document shall not be binding upon STG Operating, Inc. dba SunSource (the “Seller”).

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY – (a) SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) Seller hereby assigns to Purchaser any rights it may have under any warranty extended by a third party covering any product purchased by Seller. Materials manufactured by others and resold by Seller do not carry any additional warranty by Seller.

(c) Seller shall not be liable under any circumstances for consequential, incidental, indirect or remote damages. No claim by Purchaser against Seller, whether relating to goods delivered or for non-delivery, shall be greater than the purchase price of the goods in respect to which such claim is made.

(d) Any “custom” or adaptation hereunder is pursuant to the Purchaser’s specific request and the Seller shall bear no risk resulting therefrom.

(e) Seller’s warranty shall not apply to any product or component which has been repaired, modified or altered by Purchaser or otherwise than as sold by Seller.

(f) Seller has made preliminary tests of any software included within this order, to assure that any computer programs delivered hereunder are operable for the purposes intended. However, because users of Software Materials may employ them in applications outside the scope of those originally contemplated, and because of the many effects in the Software Materials with the different equipment or computer operating systems that have been installed or used in a manner different from the manner in which the Software Materials were intended to be used, Seller shall have no responsibility for any failure or errors in the Software Materials, including but limited to, Purchaser’s misuse of the product or, for any custom-designed product, design decisions or product choices made by Purchaser.

WAIVERS – (a) Purchaser hereby waives, for itself and for any and all persons who may assert a claim or lien in Purchaser’s place or stead, whether by subrogation or otherwise, any and all liens or claims of lien against the Seller, or in respect to the equipment purchased by Seller, or against SunSource’s warranty or SunSource’s insurance covering Seller’s warranty for any goods for which a claim has been caused by or asserted by any such person or persons.

(b) Purchaser hereby waives, for itself and for any and all persons who may assert a claim or lien in Purchaser’s place or stead, whether by subrogation or otherwise, any and all claims against Seller for contribution or for indemnity, whether such claims arise under contract, statute, common law, or otherwise.

TAXES - All applicable federal, state or local sales, use, occupational, excise, export, import or like taxes now in force or enacted in the future are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the reverse side of this document. Unless otherwise specifically stated, Seller shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must document any order for which such tax is not to be charged. The basis of such transactions shall be as stated in the agreement, except as otherwise provided by law.

PAYMENT TERMS, UNLESS OTHERWISE STATED ON REVERSE SIDE – (a) As determined by Seller’s credit department.

(b) F.O.B. Shipping Point and Purchaser assumes all risk and liability for loss, damage, or destruction after delivery.

(c) For any payment made more than thirty (30) days past invoice date, Purchaser agrees to pay interest on the overdue amount from the date of the invoice on the unpaid balance at the rate not to exceed 1% per month.

(d) Failure of Seller to perform for these reasons shall not be grounds for Purchaser’s cancellation of its order but the delivery date shall be extended accordingly.

RE-STOCKING CHARGES - A minimum 15% of invoice value shall be charged for all material returned to Seller.

NON-CANCELLABLE AND NON-RETURNABLE ITEMS – Non-Cancellable and Non-Returnable items may only be returned in accordance with the instructions noted on the purchase order. If such approval is granted, Purchaser remains responsible for payment of any and all invoices relating to such items. Any customized manufactured item sold to Purchaser shall be cancellable, non-returnable.

DRAWINGS - Drawings will be provided by Seller only upon special request of Purchaser and subsequent approval of Seller.

Company Name: Authorized Company Representative - Sign and Date