

iCOMMANDSYSTEMS

AUTOMATION FOR TRANSPORTATION

CONDITIONS OF SALE

ACCEPTANCE OF ORDER

Orders based on this quotation are subject to acceptance only at our home office in Feeding Hills, Massachusetts.

QUOTATIONS AND PRICES

Written quotations automatically expire thirty (30) calendar days from the date issued unless sooner terminated by notice. *iCommand Systems Inc.* Publications are maintained as sources of general information and are not quotations or offers to sell.

- 1) All prices are subject to change without notice. In the event of a net price change, the price of equipment on order but unshipped will be adjusted to the price in effect at the time of shipment. Downward adjustment of prices shall apply only to unshipped portions of outstanding orders.
- 2) Orders amounting to less than \$100.00 net will be billed at \$100.00.
- 3) All clerical errors are subject to correction.
- 4) All prices are subject to change without notice at any time prior to acceptance of your order by our home office.
- 5) All prices are f.o.b. shipping point.
- 6) All prices are subject to increase in any amount equal to sales, use or similar tax.
- 7) All quotations and agreements are contingent upon strikes, accidents, fire, availability of materials, and all other causes beyond our control.

DELIVERY

Delivery of equipment to a carrier at any *iCommand Systems Inc.* plant or other shipping point shall constitute delivery to purchaser; and, regardless of freight payment, title and all risk of loss or damage in transit shall pass to purchaser at that time.

Great care is taken in packing *iCommand Systems Inc.* equipment. *iCommand Systems Inc.* cannot be held responsible for breakage after having received in "good order" receipts from the transportation company. All claims for loss and damage must be made by purchaser to the carrier.

Claims for shortages or other errors must be made in writing to *iCommand Systems Inc.* Within 30 days after receipt of shipment, and failure to file such notice shall constitute unqualified acceptance and a waiver of all such claims by purchaser.

WARRANTY

The company warrants the equipment to be free from defects in material and workmanship under normal use and proper operating conditions, in the plant of the original purchaser during a period of one (1) year from the date of shipment from our factory. In no event shall our liability for warranty of parts included in the equipment which is not manufactured by us, which we purchased as a manufactured unit from a recognized manufacturer thereof, is greater than the warranty liability assumed by the supplier or manufacturer of such component parts. In no event will we be responsible for the expense of removing or reinstalling equipment. Any warranty claim must first receive approval by our home office in Feeding Hills, Massachusetts. Any equipment returned to our factory, under the above warranty must be shipped prepaid. Any equipment received by us, under the above warranty, will be returned to the purchaser F.O.B. our plant.

PATENTS

The buyer shall save the seller harmless from loss or damage arising out of the manufacturer by the seller for the buyer of any patented device or part thereof, or on account of the use of such articles by the buyer.

LIMITATIONS OF DAMAGES

We shall not be liable in the event of any claims arising from special, indirect or consequential damages nor from any loss of production or other losses resulting from the failure of equipment.

The company shall not be responsible or liable for any delays or failures in delivery or due to causes beyond its control such as, but not limited to, strikes, fires, floods, storms, accidents, failure of machinery, unavailability of materials or transportation, or acts of God.

The above constitutes the entire agreement between the parties and no modifications of the terms thereof shall be effective unless in writing and signed by both parties.