

PIERESearch TERMS AND CONDITIONS APPLICABLE TO EVERY SALE

1. **DEFINITIONS.** As used herein, the term "Purchaser" refers to any person or entity ordering or receiving Goods sold by Pieresearch. "Goods" refers to the products or material that Pieresearch is selling to Purchaser.
2. **INVOICE.** Pieresearch shall invoice Purchaser and Purchaser shall be bound by any additional terms and conditions contained in any such invoice.
3. **TRANSPORTATION CHARGES.** Freight is to be paid by Purchaser FOB place of origin. Freight charges shall be invoiced to the Purchaser. Pieresearch shall add freight charges to invoice and Purchaser shall pay as invoiced except as otherwise agreed between Pieresearch and Purchaser. Pieresearch shall have no liability to Purchaser for damages for delays in delivery once the Goods are delivered to the shipper.
4. **DISCOUNT TERMS.** Discount Terms, if any, shall be as stated on Invoice. Discount period will be calculated from date of invoice.
5. **PAYMENT.** Purchaser's obligation to pay Pieresearch is independent from Purchaser actually receiving payment from any other person or entity. No action by Pieresearch shall relieve Purchaser from its obligation to pay invoices except as provided herein. Payment for Goods is due as specified on any invoice and is due and payable in Arlington, Tarrant County, Texas, where jurisdiction and venue shall lie for all purposes.
6. **MODIFICATIONS.** None of the terms and conditions may be added to, modified, superseded, or otherwise altered, except by a written instrument signed by an authorized representative of Pieresearch and delivered by Pieresearch to Purchaser, and each shipment received by Purchaser from Pieresearch shall be deemed to be only upon these terms and conditions.
7. **WARRANTIES AND DISCLAIMERS.** Pieresearch assumes no responsibility for obtaining and examining any contract documents to which Purchaser is a party and is not bound by any terms or specifications contained in any such documents. Pieresearch expressly disclaims any warranty that the Goods sold will conform to any such documents, the determination of which is the sole responsibility of Purchaser. EXCEPT AS EXPRESSLY STATED HEREIN, PIERESEACH MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCT OR GOODS, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER'S SOLE OBLIGATION AND LIABILITY FOR PRODUCT DEFECTS SHALL BE, AT PIERESEACH'S OPTION, TO REPLACE SUCH DEFECTIVE PRODUCT OR REFUND TO PURCHASER THE AMOUNT PAID BY PURCHASER THEREFOR. IN NO EVENT SHALL PIERESEACH'S LIABILITY EXCEED THE PURCHASE PRICE. THE FOREGOING REMEDY SHALL BE SUBJECT TO PURCHASER'S WRITTEN NOTIFICATION OF DEFECT AND RETURN OF THE DEFECTIVE GOODS OR PRODUCT WITHIN NINETY (90) DAYS OF DELIVERY. THE FOREGOING REMEDY DOES NOT APPLY TO GOODS OR PRODUCTS THAT HAVE BEEN SUBJECTED TO MISUSE (INCLUDING WITHOUT LIMITATION CRUSHING), NEGLIGENCE, ACCIDENT OR MODIFICATION, OR TO GOODS OR PRODUCTS THAT HAVE BEEN MODIFIED DURING IMPLEMENTATION, OR ARE OTHERWISE NOT CAPABLE OF BEING TESTED, OR IF DAMAGE OCCURS AS A RESULT OF THE FAILURE OF PURCHASER TO FOLLOW SPECIFIC INSTRUCTIONS. IN NO EVENT SHALL PIERESEACH BE LIABLE TO THE PURCHASER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATING TO ANY GOODS OR PRODUCT OR SERVICE PROVIDED OR TO BE PROVIDED BY PIERESEACH, OR THE USE OR INABILITY TO USE THE SAME, EVEN IF PIERESEACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Pieresearch warrants that the Goods will be free from defects in material and workmanship and will conform to the product specifications provided by Pieresearch, if any. Pieresearch makes no warranties other than those expressly contained herein.
8. **INSPECTION AND ACCEPTANCE.** Purchaser shall inspect the Goods and make any rejections for defects within 3 days of delivery to the jobsite. Pieresearch disclaims any duty to furnish to the Purchaser such shop drawings, lay-outs, test results and other information as may be requested by the Purchaser.
9. **ASSIGNMENT.** Purchaser's obligation to pay Pieresearch may not be assigned by Purchaser without the express written consent of Pieresearch.
10. **INTERPRETATION.** The terms and conditions of sale and purchase shall be construed according to the laws of the State of Texas from which the Goods are shipped FOB place of origin and where payment is due.
11. **RISK OF LOSS.** The risk of loss of all Goods shall be Purchaser's because Goods are shipped FOB place of origin.