



TERMS AND CONDITIONS

The prices quoted are expressly based upon the terms and conditions in this document. The terms hereinafter stated supersede all other terms, understandings and are limited to this agreement.

The prices quoted will be effective for a period of forty-five (45) days from the date of this quotation. If Daparak, Inc. receives Purchaser's acceptance after the expiration date, the quoted prices, and such acceptance shall only be binding upon Daparak, Inc. by our written confirmation of such prices.

Daparak, Inc warranty is based upon the original equipment manufacturer (OEM) warranty that the goods provided shall be free of defects in our design, material and workmanship for a period of one year. OEM warranties are attached.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR TRADE USAGE. SELLER IS NOT LIABLE FOR DEFECTS OR DAMAGE DUE TO NEGLIGENCE (OTHER THAN THAT OF THE SELLER), ACCIDENT, ABUSE, IMPROPER INSTALLATION (OTHER THAN BY SELLER) IMPROPER OPERATION, OR MAINTENANCE, OR ABNORMAL CONDITIONS. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER'S WARRANTY LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS AT THE SELLER'S DISCRETION. SELLER SHALL NOT BE RESPONSIBLE FOR COSTS IN EXCESS OF THE PURCHASE PRICE.

Daparak, Inc shall not be responsible for errors, or defects in the work on account of plans, designs, specifications or drawings furnished by the Purchaser. Daparak, Inc.'s quotation is based upon reliance in the accuracy of data supplied by Purchaser.

Daparak, Inc and the Buyer shall agree that if the goods proposed are rejected by the project Engineer/Owner prior to release to manufacture, that the order will be cancelled at no charge to either party.

Daparak shall not be considered in default in the performance of its obligations hereunder if such performance of its obligations is prevented or delayed by an Act of God, Outbreak of Hostilities, War, Revolution, Civil Commotion, Riot, Epidemic, Wind, Flood, Earthquake, any Law Order, Proclamation, Regulation, or Ordinance of any Government or subdivision of Government, delay in delivery of materials, delay of subcontractors, or any other cause, whether similar or different from those listed, which are beyond the reasonable control of the party affected and Daparak, Inc.

In the event of a dispute arising from the manufacture, sale, delivery, or performance of a purchase order issued pursuant to the attached bid and any amendments thereto, jurisdiction and venue for such dispute is exclusively vested in the City of Chesapeake Circuit Court in the State of Virginia.

Quotations and sales are F.O.B. Point of Shipment unless otherwise expressly stipulated.

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