

Definitions

“Buyer” means the entity to which Seller is providing Products or Services under the Contract.

“Contract” means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller’s final quotation, the agreed scope(s) of work, and Seller’s order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

“Contract Price” means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

“Products” means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

“Seller” means the entity providing Products or performing Services under the Contract.

“Services” means the services Seller has agreed to perform for Buyer under the Contract.

“Terms and Conditions” means these “General Terms and Conditions for the Sale of Products or Services”, together with any modifications or additional provisions specifically stated in Seller’s final quotation or specifically agreed upon by Seller in writing.

GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS OR SERVICES

Payments

- General terms of payment are listed on the quotations and following the date of invoice, all payable in the currency specified in the invoice.
- The Contract Price excludes shipping and handling charges, which are the obligation of Buyer and will be added to the invoice if prepaid by Seller.
- All Contract Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer.
- Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees and court costs.

Delivery

- Seller shall deliver Products to F.O.B. shipping point. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work.

- If any Products to be delivered under the Contract cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Seller may ship the Products to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder at buyer's cost.

- Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

- Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered

Confidential Information

-All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract is confidential, solely for the use of performing this Contract and may not be disclosed or copied unless authorized in advance by Seller in writing

Cancellation

-Buyer may cancel its order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. All cancellations will be subject to payment to Seller of reasonable and proper cancellation charges, subject to a restocking fee as agreed by the parties. No cancellations and returns of special, custom, or made-to-order Products will be permitted.

-Seller shall take reasonable steps to ensure the Products are in conformity with applicable laws and regulations; however, Buyer acknowledges that Products may be used in various jurisdictions for various applications subject to disparate regulations and therefore that Seller cannot warrant compliance with all applicable laws and regulations. Seller disclaims any representation or warranty that the Products conform to federal, local laws, regulations, ordinances, codes, or standards, except as expressly set forth by Seller in writing. Buyer shall comply with all applicable laws, regulations, and ordinances. Seller may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

Warranty

-Manufacturer's Limited Warranty Coverage: New equipment sold via Yuh-Dak North America Inc. is warrantied by Yuh-Dak North America Inc. ("Manufacturer"). Limited warranty as follows: Each equipment and its components (except those listed below under Limits and Exclusions) is warranted

against defects in material and workmanship for a period of one (1) year from the date of purchase, which is the date that the equipment is arrived at the end user's place. REPAIR OR PARTS REPLACEMENT ONLY: MANUFACTURER'S LIABILITY UNDER THIS CONTRACT SHALL BE LIMITED TO REPAIRING OR REPLACING EFFECTIVE PARTS ONLY. Limits and Exclusions: Components subject to wear during normal use and over time, such as paint, window finish and condition, light bulbs, seals, heating elements etc., are excluded from this warranty. Factory-specified maintenance procedures must be adhered to and recorded in order to maintain this warranty. This warranty is void if the unit is subjected to mishandling, misuse, neglect, accident, improper installation, improper maintenance, or improper operation or application, or if the unit is improperly repaired by the customer or by an unauthorized service technician. Warranty service is available from any authorized Yuh-Dak distributor. Without limiting the generality of any of the exclusions or limitations described in other paragraphs, Manufacturer's warranty does not include any warranty that the equipment will meet Buyer's production specifications or other requirements or that operation of the equipment will be uninterrupted or error-free. NO CONSEQUENTIAL DAMAGES: MANUFACTURER IS NOT LIABLE FOR BUYER'S LOSS OF PROFITS, COST OF DOWN TIME, BUSINESS GOODWILL, OR OTHER CONSEQUENTIAL DAMAGE, DESPITE ANY FAILURE TO REPAIR OR REPLACE THE EQUIPMENT.