

Terms and conditions of sale

1 Applicability. These Terms and Conditions of Sale (“Terms”) are the sole terms that govern the sale of Products (“Products”) by Bray International, Inc. and its subsidiaries, subsidiaries and divisions (as applicable, “Bray” or the “Seller”) to a purchaser of Products (“Buyer covers”). Therefore, if a contract is signed between Bray and any buyer In my opinion. Notwithstanding anything to the contrary in these Terms For the sale of covered products, the terms and conditions contained in this contract shall apply to the extent that they conflict with these conditions.

References to (1) “Bray Factory” are references to the relevant national or regional Seller headquarters in the country in which the order is received and (2) “Dollar” or “dollar symbol” are references to the United States dollar unless otherwise specified.

2 Full agreement. These Terms and the price offer (the “Quotation”) constitute the Attachments (together the “Quotation”). “Agreement”) is the entirety of what has been agreed between Bray and Buyer in relation to the Products subject of this Quotation and supersedes all Written or oral understandings, agreements, negotiations, representations and warranties. This shall prevail and past or contemporary contacts, too Terms on any of Buyer's general terms and conditions of purchase regardless of whether or when the Buyer has already submitted, expressly its purchase order or these terms. Buyer's acceptance of the Quotation is limited to these Terms, and Bray does not agree to any, It is not bound by any terms and conditions that conflict with, add to, or modify these Terms. It does not constitute fulfillment of the Buyer's order So in these terms or Acceptance of any of its terms and conditions shall not be deemed acknowledgment to change or modify these terms. Regardless of what may appear to the contrary any agreement, Bray shall not be obligated to make any sale of the Products or otherwise satisfy the terms thereof to a purchaser pursuant to an order under Its value is about two hundred and fifty (250) dollars.

3 Quotes. Unless otherwise requested by the Seller in writing, all quotations from the Seller are deemed to have been accepted in full immediately. The Seller reserves the right to withdraw and/or revise any quotation at any time prior to final acceptance by the Buyer.

4 Prices. The Buyer purchases the Goods from the Seller at the prices (“Prices”) stated in the Price List published to Seller and effective on the date Buyer's Order is received by Bray. All product prices (and any applicable discounts) are subject to change without notifying it. Any order whose delivery is delayed at the Buyer's request or scheduled for delivery after a period exceeding one hundred twenty (120) days from the date of the order according to the prices and discounts mentioned in the published list and in effect as at the date of shipment, unless specifically agreed upon. other than at the time of acceptance of the order by the seller. Any additional expenses incurred by the seller, such as expenses related to engineering, branding, or Taxes, service calls, export cartoning, or other expenses, to invoice after such costs have been notified to the buyer additional.

5 taxes. Prices are exclusive of all sales, use and excise taxes, and any other tax Taxes, royalties, fees and other similar charges imposed by any government agency on any amounts payable by the buyer. The Buyer shall be responsible for all such fees, costs and taxes in the event that they are paid by the Seller or are due Payment on his part, is added to the price in the invoice.

6 Payment terms. a. All invoices for Domestic (US) Buyers will be due thirty (30) net days after the date Invoice unless otherwise specified by the seller. All invoices for international (non-US) buyers require

confirmed and unconfirmed letters of credit Cancellable Due upon delivery to the freight forwarder at its port of shipment in the USA unless otherwise agreed by the seller that.

B. The Buyer shall pay interest on all late payments equal to: (1) two percent (2%) per month or (2) the highest rate permitted required by applicable law, whichever is less. The Buyer shall indemnify the Seller for all costs incurred in connection with the collection of any late payments including, but not limited to, attorneys' fees and court costs. In addition to all other remedies available under these Terms or the law (which shall not be waived by Seller's exercise of any of the rights in this Agreement), Seller may suspend Delivery of any Products if the Buyer fails to pay any amounts when due under this Agreement.

c. The Buyer shall not withhold any sums due or payable or delay payment due to set-off with any claim or whether it relates to the seller's infringement, bankruptcy or otherwise Counter claim, reduction or delay in payment from its customers, or the emergence of a dispute with the seller, together that.

7 credit. Shipping and delivery of Products to the Buyer remains at all times subject to the approval of the Credit Department the seller. In addition to any other rights and remedies, Seller may, at its option, refuse to make any shipments or deliveries under these Terms. Agreement only upon receipt of payment, acceptable security or otherwise on terms and conditions satisfactory to Seller. If the seller chooses to extend the credit For Buyer, Seller may limit or deny any further extensions of credit at its sole discretion. Any extension of the open payment periods shall be approved by The Seller affirms the Buyer's continued ability to support the working capital requirements of its business.

8 delivery. a. Products shall be delivered within a reasonable time after receipt of the order from the Buyer. All delivery dates are approximate It is dependent on receiving the information and materials (where applicable) provided by the Purchaser at the required times.

B. Unless otherwise agreed by the parties in writing, Seller shall ensure that the Products are made available at the Bray factory (the "Delivery Point"). Title to the Products and risk of loss pass to the Buyer upon signing of the Bill of Lading by carrier (evidence of delivery of the Products to carrier to ship it to the Buyer). The Buyer shall be responsible for all costs of shipping and provision of reasonably suitable equipment and Enables him to receive products at the point of delivery.

c. All prices quoted are based on delivery at the Bray factory or such other location as the seller may specify in an offer Prices. The Seller does not guarantee that Shipments will be delivered beyond the point of delivery and therefore all claims by the Buyer in respect of it must be submitted products lost or damaged in transit directly to the carrier. The shipping method and product transportation company are chosen by the seller. And it is permissible The seller may make the shipment at the option of the buyer if the route of transport is reasonable and equal to or less than the usual option of the seller in terms of cost. But if the transportation route cost is in excess of the special and normal shipping requirements, the seller will ship the items at the buyer's cost (including shipping charges). handling or costs on a collection basis) and Buyer will not receive any credit for shipping charges that would have been incurred by Seller under the normal circumstances. Only one destination may be specified for each order.

A notice sent by the seller to the buyer stating that Dr.. In the event that the buyer does not accept receipt of the products on the date specified in accordance with The Products will be available for delivery at the point of delivery: (1) the risk of loss for the Products passes to the Buyer, and (2) the Products are deemed to have been delivered to (The Seller may, at its discretion, store the Products until the Buyer receives

them, at which point the Buyer shall be responsible and accepted by the Buyer, and 3) for All related costs and expenses (including, but not limited to, warehousing and insurance). Any failure of Buyer to provide proper instructions, documents, licenses or authorizations in connection with the delivery of the Products shall constitute a non-acceptance by him to take delivery of the Products on the date in which these products are available for delivery. Any orders held by Seller for a period of sixty (60) days may be treated as canceled orders And consider the products returned.

9 Inspection and rejection of non-conforming products. a. The Buyer shall inspect the Products within ten (10) days of receipt (the "Inspection Period"). That he accepted the products unless he notified the seller in writing of any non-conforming products during the inspection period and provided you with written or other proof of that Documentation as reasonably requested by the seller. "Non-Conforming Products" means that the shipped Products are different from those specified in Buyer's purchase order.

B. If the Buyer notifies the Seller in a timely manner of the existence of any non-conforming products during the inspection period, the Seller shall, In its sole discretion, it shall (i) replace such non-conforming products with conforming products, or (ii) add the price of non-conforming products Reconciliation to or refund to Buyer's account, together with any reasonable shipping and handling expenses that Buyer may have incurred in connection therewith. Buyer shall, at Buyer's expense, ship non-conforming Products, at risk of loss, to Bray's factory or such other place as Seller may specify in View prices. Where the seller acknowledges the non-conforming nature of the non-conforming products, the seller adds the expenses incurred by the buyer in connection with the non-conforming products This shipment is credited to his account against the buyer's payment obligations to the seller. If Seller exercises its option to replace such non-conforming products, it shall charge Seller, after receiving a shipment of Non-Conforming Products returned from Buyer, replaces Products to Buyer, subject to Section 8 of the Terms of Use.

(b) on such substitute products except that the seller will be responsible for the costs and expenses of such shipment.

c. Buyer acknowledges and agrees that the remedies set forth in Section 9(b) (exercise in accordance with These Terms) are his exclusive remedies with respect to the delivery of non-conforming Products.

10 change/cancellation orders. Orders received and approved by the Seller may not be changed or canceled except on reasonable terms For him and that prevent him from incurring any loss. Seller will not accept changes or cancellations of Products, whether or not of standard size And it must private mother, without full reimbursement of the relevant expenses incurred to date. The buyer must submit orders for cancellation or change in writing It is signed by an authorized representative of the seller until it becomes effective. Any changes or cancellations of products are subject to appropriate changes in Buyer discounts, shipping costs, and other fees.

11. Limited Warranty. a. The seller guarantees the buyer for a period that expires either on the expiry of twelve (12) months from the date of installation or eighteen (18) months From the date of shipment, whichever occurs first (the "Warranty Period") that the products manufactured by him are free from defects in terms of materials and workmanship at the time Use it for the purposes for which it was designed and manufactured. Vendor does not warrant products against corrosion by chemicals, stress or corrosion Any defect other than defects in material or workmanship.

B. THE EXPRESS WARRANTY SET FORTH IN SECTION 1.11 (A) IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, WHETHER express or implied. No warranties are made or made as to merchantability or fitness for a particular purpose.

c. Products manufactured by a third party ("Third Party Products") may constitute the Products in this Agreement or be include, be included with, incorporated with, supplemented with, or packaged with. Third party products are not covered by the warranty set forth in Section 11(a). For the avoidance of doubt, Seller makes no representations or warranties with respect to any Third Party Products.

Seller shall not be liable for any breach of warranty set forth in Section 11(a) unless: (i) Buyer sends written notice to Seller of the defect within the Warranty Period and within, in any event, fourteen (14) days from the time Buyer discovers of the defect or the time at which the defect was supposed to have been discovered; and (ii) the seller had a reasonable opportunity not to receive the notice to inspect these products The Buyer (if requested by the Seller) returns the Products to the Bray Factory, or such other place as the Seller specifies in the Quotation, for processing. examination; and (iii) the Seller has reasonably verified the Buyer's claim that the Products are defective. The Buyer must return the defective Products (provided that The freight shall be prepaid) to Bray at its factory or such other place as you specify in the quotation not later than ninety (90) days from The Buyer sends the initial written notice of the defect to the Seller. Upon Seller's acknowledgment of products in breach of the warranty provided under Section 11(a), Seller credits Buyer's expenses in connection with shipment to Account for Buyer's payment obligations to Seller; Seller, if it exercises its option to replace such defective Products, will ship the replacement Products to Buyer and the terms of Section 8(b) apply to such replacement products except that the seller is responsible for the costs and expenses of this shipment.

H. Seller shall not be liable for any breach of warranty set forth in Section 11(a) if: (i) Buyer uses these Products after notification has been sent; or 2) the buyer fails to follow the seller's oral or written instructions regarding the storage of (The defect was caused by use or maintain it; or) 3) The Buyer has altered or repaired these Products without obtaining the right to purchase or install the Products The prior written consent of the seller. And the. Subject to Section 11(d) and Section 11(e) above, with respect to any such Products during the Warranty Period, the Seller, at its sole discretion, either: (i) repair or replace these products (or defective parts thereof) or (ii) add the price of these products to account or refund to the Buyer in proportion to the Contract Price provided that the Buyer, if requested by the Seller, returns such products, at its own expense own, to the seller. The remedies set forth in this Section 11(f) are Buyer's sole and exclusive remedy and the obligation Seller shall be solely and entirely liable for any breach of the Limited Warranty set forth in Section 11(a).

2 Limitation of liability. a. In no event shall we be liable for any consequential, indirect, incidental, special or consequential damages Seller will not be responsible cautionary, disciplinary, or for loss of profit, loss of revenue, or impairment of value arising out of or in connection with a breach of these Terms, whether or not the buyer has previously disclosed to the seller the possibility of such damages and whether or not they could reasonably have been foreseen, and regardless of the legal or equitable theory (contract, tort, etc.) upon which the claim is based, and regardless of For the non-fulfillment of any agreed or other remedy in its essential purpose. B. In no event shall the aggregate liability of the Seller arising out of or in connection with any Product, whether arising out of FOR OR IN CONNECTION WITH ANY BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, TOTAL AMOUNTS PAID TO SELLER for this product.

13 Authorized returns. All sales of Products to the Buyer are one-way and may not be returned without the prior written consent of the seller. Generally, in addition to the requirement of prior written approval, Bray will not accept any returns from the Buyer unless the return request has been made in a timely manner after the shipment of the relevant Product(s) to the Buyer and that the The product(s) are in good, reusable condition and should still be a standard Bray product (i.e. not made to order). c) Part of the order, worn out, or constituting a share purchase). For any returns, the seller will generally grant credit (which Shipping, restocking and replenishment expenses may be deducted from it).

14 intellectual property rights. All copyrights, patents, trademarks and trade secrets belong to know-how and other proprietary or intellectual property rights under the laws of any jurisdiction worldwide (“Proprietary Rights”). Intellectual Property”) that are associated with or related to the Products, shall be solely and exclusively assigned to Seller. Seller reserves all intellectual property rights used in The Products or any component parts thereof are manufactured, included in, used in, or otherwise related to, and Buyer has no right to An ownership interest in any of Seller's intellectual property rights. The Buyer shall use the Seller's Intellectual Property Rights only in accordance with these terms or implied by the Terms and Conditions, with respect to any intellectual property rights Frankly No instructions provided by the seller. No license is granted, Sawa of the seller. In the event that the purchaser acquires any of the intellectual property rights in respect of any product by law or otherwise, then These rights are deemed to have been permanently and irrevocably waived to Seller without further action. The buyer must, at his expense own, release the documents and do the things necessary to enable the seller to protect its intellectual property rights.

15 change the design. The seller reserves the right to change, discontinue or modify the design and configuration of the products without notice prior and without incurring any additional responsibility.

16 Comply with the law. The purchaser shall comply with all applicable laws, regulations and systems and shall actively maintain with all licenses, permits, permits, approvals and authorizations it needs to perform its obligations under the Agreement. In furtherance of the above) and without limitation), please note the following with respect to compliance:

- a. Trade compliance. Buyer must comply with all laws governing export/import control and other Regulations including, but not limited to, laws governing re-exports. If the buyer seeks to obtain the product (products) for resale, this compliance requires the purchaser to be aware of the nature of the end use of such product(s) or its end-user, destination, or other facts relating to its sale and to be aware of “red flags” in circumstances relating to the sale This is amazing. Buyer is obligated to comply with the Bray Commercial Compliance Program in connection with any sale or purchase of the Product(s). Buyer works with Bray to confirm compliance with the requirements of this program.
- b. B. Anti-corruption laws. The buyer must comply with anti-bribery and corruption laws and regulations including, To name a few, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, to name a few. The buyer must not pay directly or indirectly, offers or endorses, directly or indirectly, anything of value for the purpose of influencing any official decision or seeking to gain Blood promised to pay, Sawa Influencing any such decision by any person or organization affiliated with any governmental body, organization or commercial entity wholly or partly owned by I have a government agency. Buyer must communicate with Bray regarding any transaction with respect to the product(s) offered under these Terms Agreement, which may require the application of

these laws. Bray may terminate immediately, without liability, any sale or sale An agreement or connection you have with anyone who violates these laws.

17 Termination. In addition to any remedies that may be provided under the Agreement, Seller may terminate the Agreement with immediate effect under written notice to the Buyer in the following cases: (i) if the Buyer fails to pay any amount when due; or (ii) if the Buyer fails to perform or comply with any another way to any of the terms of the agreement in whole or in part; or (iii) if the buyer becomes insolvent or files for bankruptcy or is or has been commenced against him in carrying out bankruptcy, receivership, reorganization or assignment proceedings in favor of creditors.

18 Waiver. Any waiver by Seller of any provision of these Terms or the Agreement shall only be effective if expressed in writing. expressly and signed by the seller. No inability to exercise, or delay in exercising, any rights, remedies or Powers or privileges arising from the agreement as a waiver. It does not preclude the individual or partial exercise of any rights, remedies or powers or privileges under this Agreement without any other or additional exercise thereof or the exercise of any rights, remedies, powers or Other privileges.

19 confidential information. All Confidential Information (as defined below) of Seller that is disclosed is deemed to be confidential Done or in any other form or medium, etc or electronically disclosed or accessed in writing a As for Declare it orally a a To the buyer, Sawa Whether or not it is marked, identified, or otherwise identified as "Confidential" in connection with these Terms or the Agreement is Confidential Information and is restricted to its use . The Buyer shall immediately, at This Agreement shall not be disclosed or copied unless permitted by the Seller in writing For the purposes of this Agreement, "confidential information" means all information that is not available in the public domain, confidential, or information that is proprietary. Seller's property including, but not limited to, business affairs, business plans, trade secrets, and intellectual property specifications, samples, patterns, designs, customer information, customer information, supplier information, technical data and developments characteristics, systems, procedures, services, processes, methods, schematics, know-how, equipment, development plans, documents and manuals user, strategies, training materials, costs, pricing, rebates or discounts, inventions and discoveries, or any other matters Other confidentiality obtained in connection with the seller or products.to the other party for any delay or damages contractual and binding

20. Force Majeure. Neither seller nor buyer will be infringing is unable to perform these Terms and the Agreement (except for the payment of funds) as a result of a force majeure event outside its control and not arising from the negligence of the party affected ("Force Majeure"). Force majeure events include, but are not limited to, earthquakes, floods, hurricanes, or storms. tropical cyclones, lightning strikes, blizzards, iceberg avalanches, ice swarms, air and sea disasters, or Explosions, fires, epidemics, acts of God, acts of public enemy, war, terrorism, national emergencies, invasion or rebellion, riot, strike, employer's lockout, blockade or other industrial dispute or any laws, rules or Legislation, orders, directives, requirements, or interventions by any governmental body or agency, or the inability or delay in Obtaining an adequate or proper supply of materials, power outages, or other circumstances beyond the control of the party and which, to exercise Was it expected or unexpected. And in the case of s.c Reasonable care, which the party is unable to prevent or treat, whether similar or different, or otherwise The seller shall be granted such additional time as may be required. any event.

21 Assignment of rights and obligations. Buyer may not assign any of its rights or delegate any of its obligations under this Agreement . It will not perform any This section is null and void without the prior

written consent of the seller. Any referral or purported authorization is a violation. Such assignment or authorization will release Buyer from any of its obligations under this Agreement.

22 Modification and change. These Terms may be amended or changed only in writing specifically indicated. It is signed by an authorized representative of both the seller and the buyer.

23 The relationship between the two parties. The relationship between the parties is considered to be that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint business, employment, or relationship. The fiduciary relationship is between the seller and the buyer, and neither party has the authority to contract in favor of the other party or bind it in any way.

24 No third party beneficiaries. These Terms and the Agreement are for the benefit of Seller, Buyer and their respective successors and assigns. They are permitted only and there is nothing in it, express or implied, intended to confer or confer upon any other person or entity any legal or equitable right or benefit or remedy of any kind under or in connection with these Terms.

25 GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER. These terms and agreement are subject to and the relations between the parties to the procedural and substantive laws of the State of Texas, except for principles of conflict of laws that may allow the application of the substantive or procedural law of another jurisdiction. In the event of a rule or ruling stating that Texas law does not apply to any dispute between the parties, these Terms and the Agreement and the relationships between the parties for the purposes of such dispute will be governed by the laws of the jurisdiction in which the The Bray plant for sale, except for principles of conflict of laws that may allow the application of the substantive or procedural law of another jurisdiction. If the Bray plant for sale is located in any state, territory or territory of the United States of America, the EACH PARTY: (A) SUBJECT TO SUBSCRIBE TO THE JURISDICTION AND VENUE OF TRIAL OF THE COURTS OF HARRIS COUNTY OF THE STATE OF TEXAS FOR A SETTLEMENT OF any dispute arising out of or in connection with these Terms, the Agreement and the relationships between the parties; and (b) knowingly and voluntarily waive all rights Trial by jury in any legal proceeding relating to these Terms, the Agreement and the relationships between the parties.

If the Bray plant for sale is not located in any state, province or territory of the United States of America, each party agrees to finally settle all disputes arising out of this Agreement or the Order(s), subject to such defenses as are permitted by law of the International Chamber of Commerce Arbitration Rules by a single arbitrator to be appointed in accordance with applicable, in accordance with the aforementioned rules, and the arbitration shall be conducted in the language English within the city limits of Houston, Texas. In order to be appointed, the arbitrator must have the following qualifications: (1) Be a graduate in the field of litigation and/or arbitration of disputes a law school in the United States of America; and (2) have more than twenty years of experience. The arbitrator has complex commercial proportional power; and 3) to practice law in the State of Texas; And the liabilities of the parties, but shall have no authority to award any damages or remedies not available under, or in excess of, the provisions expressly to these Terms or the Agreement. The arbitration award shall be presented to the parties in writing and shall, at the request of either party, include: Factual findings and legal conclusions. The decision may be confirmed and enforced in any court of competent jurisdiction. Both buyer agrees and Supplier under this Agreement and are subject to the foregoing arbitration and the jurisdiction of any local, state, or federal court located within the boundaries of Houston, Texas as the jurisdiction to appeal or contest the results of the arbitration and to waive any right of such party to transfer venue any other jurisdiction. The parties

expressly reserve all rights to pursue injunctive relief in any court located in Houston, Texas. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE BUSINESS Arbitration under this Agreement of the United States Federal Arbitration Act notwithstanding any provisions of law and the following otherwise).

26 Notifications. All notices, requests, consents, suits, demands, waivers and other communications shall be under this Agreement (hereinafter referred to as "Notification to the Parties" at the addresses shown on the face of the offer (Written and directed All notices are delivered in person or by night postman prices or to such other address as the Receiving Party may designate in writing Nationally certified (with all fees paid in advance (with confirmation of dispatch), via email, certified mail, or Nationally certified (with all fees paid in advance (with confirmation of dispatch), via email, certified mail, or fax) In each case). Except as provided in this Agreement, the notification Registrant (with return receipt and postage paid in advance just in case) 1) Receipt by the receiving party (and confirmation of such receipt if sent by facsimile or email), and (2) Commitment The party giving notice of the requirements of this section.

27 Severability of provisions. If any of these or other terms or conditions of the Agreement are determined to be void or illegal or unenforceable in any jurisdiction, such void, illegality or unenforceability shall not affect any provision or other provision or causes such term or provision to be invalid or unenforceable in any other jurisdiction.

28 Clerical errors. Vendor reserves the right to correct all stylistic or clerical errors or omissions in any documentation (Sawa).

29 Continuity of validity of provisions. Any provision of the Agreement whose nature requires it to survive any termination or expiration of the Agreement, including (but not limited to) the following provisions: compliance with laws, confidentiality, and governing law/jurisdiction After any termination or expiry And the continuity of the provisions in force.

30 data published. All dimensions, weights, temperatures, pressure ratings and other published data are considered Products are approximate.