



2812 South Pipeline Road
Eules, TX 76040
(817) 799-5228
www.txautosys.com

Texas Automation Systems Terms and Conditions

Acceptance: Acceptance of Buyer's order is expressly subject to Seller's terms and conditions of sale, contained herein, which shall take precedence over any other conditions, and no contrary, additional or different provisions or conditions shall be binding on Seller unless accepted in writing by Seller.

Design: Seller reserves the right to make design improvements without notice.

Pricing: Quoted prices are valid for thirty (30) days. Prices do not include any applicable Federal, State, or Local Sales tax; Customs, Duty, or Excise tax; or any other surcharges unless specifically indicated. Seller is responsible for all taxes related to employment, and for sales/use tax remitted by Buyer. All other taxes are the responsibility of Buyer.

Payment Terms: Unless otherwise agreed to by Seller in writing, payment for each item specified in this acknowledgment shall be due no later than 30 days after invoice date. Partial shipments will be invoiced as shipped. Purchaser agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all the Equipment and all proceeds thereof to secure payment of all amounts due from Purchaser to Seller. Either party may cancel a purchase order without liability if the other party becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors.

Shipping Terms: Unless otherwise agreed to by Seller in writing, shipping terms will be FCA Eules, TX.

Compliance with regulations: Buyer shall comply with all the equal employment opportunity clause in Section 202 of Executive Order 11246 and all applicable rules, regulations and relevant orders pertaining to Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Readjustment Assistance Act of 1974, as amended.

Seller represents that it does not and shall not provide or maintain for its employees facilities that are segregated on the basis of race, color, religion, sex or national origin. Seller represents that it will not assign its employees to perform any work at a location where facilities are segregated.

Seller certifies that Goods covered by this order were produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and with regulations and orders of the United States Department of Labor.

Cancellations/Returns: All orders are considered Non-Cancelable/Non-Returnable unless agreed upon by Seller at their sole discretion. If allowed, cancellations/returns are subject to a restock fee based on the level of solution customization ordered, amount of work completed and amount of material used. Irrespective of circumstances, the buyer agrees that Non-Cancelable/Non-Returnable products may not be cancelled, returned or rescheduled by the buyer without the agreement of both TAS's supplier and the written consent of TAS. If TAS agrees to accept a return, return freight charges must be prepaid by customer.

Warranty Policy: Under a warranty repair situation all labor and parts are provided at no charge. Travel time to and from the jobsite is charged at standard rates. Expenses are billed as listed above.



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Service Advance Notice Required/Cancellation Charges: A minimum notice of forty-eight hours is required for scheduling service work. Otherwise, a surcharge of twenty percent (20%) on all service, travels, and overtime hours, as well as, layover charges will be in effect. Travel cost is based on transportation determined from Eules, Texas. A cancellation charge is applied where service is scheduled and cancelled less than twenty four hours prior to scheduled service time.

Period of Rates Indicated: Field Service rates indicated in proposals are valid for 120 days from the date of the proposal. Where service is requested in excess of the 120 day period, rates then in effect will be charged. IN PLANT SAFETY PROGRAMS Time spent in required safety/orientation programs will be charged at the appropriate Field Service rates.

Limitation of Liability: The Seller's liability hereunder whether arising in contract, tort (including negligence) or otherwise, shall not, under any circumstances, exceed the contract price.

Indemnification: The parties agree to defend, indemnify and hold one another, and each of their parent, affiliated and subsidiary companies, and each of their officers, agents, and employees harmless from costs, loss, damage, claims and liability, including but not limited to all costs, expenses, reasonable attorney's fees and costs of litigation, arising out of bodily injury or death to persons, or damage to property, to the extent caused by or resulting from the negligent acts or omissions, or intentional or willful misconduct, on the part of a party or related to a party's performance of any aspect of this contract; provided, however, that all of the foregoing is subject to the provisions of regarding limitation of liability below.

Authority of Seller's Agents: No agent, employee, or representative of Seller has any authority to bind Seller or form a part of the basis of this bargain to bind Seller. or form a part of the basis of this bargain with any affirmation, representation, or warranty concerning the Equipment sold under this Agreement, unless such affirmation, representation or warranty made by an agent, employee, or representative of Seller is specifically included within this written Agreement and accepted in writing by an officer of Seller.