

## SALES TERMS & CONDITIONS

### 1. ENTIRE AGREEMENT

Except with respect to the documents specifically identified herein, including Buyer's purchase order to the extent the terms thereof are not inconsistent with the terms hereof and not inconsistent with such other specifically identified documents, the terms hereof constitute the entire agreement between the parties superseding all previous correspondence, writings and communications, whether oral or in writing with respect to the subject matter hereof.

### 2. ACCEPTANCE AND CANCELLATION OF ORDER

The sale of goods made between Buyer and Omega GTI is final, Non-Cancellable and Non-Refundable . Buyer is aware of the source of the goods sold is from open market and accepts such condition.

Cancellations are only special accommodation with advance written consent of Omega GTI (which it may withhold in its sole discretion). As a condition to receiving Omega GTI's written consent, Buyer shall pay all reasonable cancellation and restocking charges incurred by Omega GTI due to Buyer's cancellation of the order.

### 3. SELLER'S RIGHT ON PRICE CHANGES

Prices stated at the time of quotation are subject to reconfirmation upon receipt of the Customer's Purchase Order. Omega GTI reserves the rights to change the price of goods covered by this Contract to reflect any price changes for the goods due to market conditions.

### 4. TAXES

Omega GTI's prices do not include sales, use, excise, or other similar taxes. Buyer shall be responsible for the additional cost for all local, state, and federal taxes, including all sales, use, excise, other similar tax, payable with respect to the goods or the transactions contemplated herein, or, alternatively, provide Omega GTI with tax exemption certificates acceptable to the applicable taxing authorities.

Buyer using a restricted sales tax, exemption certificate (per Purchase Order) must submit a conforming purchase order referencing the state sales tax exemption number for all orders exempt for sales tax.

### 5. PAYMENT TERMS

Buyer shall pay for the goods in full and within the mutually agreed payment terms with the Omega GTI.

Buyer shall not have the right to set off against the amount shown as due on the face of this invoice any indebtedness or other claim Buyer may have or assert against Omega GTI however and whenever arising.

### 6. DELIVERY

All goods for delivery/shipment are ex-works at Omega GTI's place. Title to and risk of loss of all goods shall pass to Buyer when the goods are in possession of its nominated forwarder/courier. Buyer shall be responsible for all freight, handling, delivery, and insurance costs for the delivery/shipment of goods.

### 7. FORCE MAJEURE

Omega GTI shall not be liable for delays in delivery or for failure to perform if its failure or delay of performance is caused by events or conditions beyond Omega GTI's reasonable control, including without limitation, customs examination, loss or delay by common carrier, acts of God, acts of the public enemy, quarantine restrictions, industrial disturbances, blockades, insurrections, arrest and restraint of industrial people or rulers, civil disturbances, boycotts, acts or omissions of Buyer or civil or military authorities, fire, strike, lock-outs, landslide, lightning, wash-outs, tornadoes, hurricanes, windstorms, explosions, epidemics, flood, storm, earthquake, riot, war, breakage or accident of machinery or equipment. In the event of any delay, the contractual date of delivery shall be extended for a period equal to the time lost as a consequence of the delay without penalty to Omega GTI.

### 8. INSPECTION AND TEST OF PRODUCT

Omega GTI will inspect product to ensure it is correct and in according to Buyer requirements following the set standards by Omega GTI.

In case of additional test/s or service/s required by the Buyer, Omega GTI shall perform such either in-house or utilizing a third party laboratory. Corresponding report is such inspection and test will be provided to the Buyer, if required.

## **9. WARRANTY**

Unless otherwise specifically stated within the quotation or in writing issued by Omega GTI, Omega GTI certifies that the product delivered to the Buyer is in compliance with the manufacturer's specifications.

Omega GTI provides a one-year fit, form and function warranty from the delivery/shipment date. Parts must be inspected immediately upon receipt of goods.

All packages should be opened and inspected immediately upon receipt. Claims of shortages, errors, or damage must be made in writing to Omega GTI within 15 days after receipt by Buyer. Otherwise, Buyer had accepted the goods received.

OMEGA GTI SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE OR NOTIFIED THEREOF, AND WHETHER OR NOT BASED IN BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, PROPERTY DAMAGE, PERSONAL INJURY, PRODUCT LIABILITY OR OTHERWISE, IN CONNECTION WITH THE SALE OR USE OF THE PRODUCT.

## **10. RETURNS**

Omega GTI reserves the right to determine and accept any non-conforming goods from the Buyer. Buyer must provide failure analysis reports to Omega GTI before any consideration for RMA can be made.

Once, confirmed, a return authorization number shall be issued by Omega GTI for non-conforming goods prior the return. Any product returned by Buyer, without a return authorization, will not be accepted by Omega GTI and has the right to return such to the Buyer as freight collect.

Authorized returns must be made within 10 days of the issue of a return authorization number. Authorized product returned must be in saleable condition and in original packaging. All products for which a return is authorized will be subject to restocking and other handling charges.

Product which is sold non-cancelable/non-refundable (NCNR)) or which is specifically ordered by Buyer may not be returned for credit.

## **11. ACCEPTANCE IN USE**

Omega GTI's ability to ship is subject to availability of product.

Additionally, Buyer's use of a product in a life support system may be an unauthorized use as prescribed by the manufacturer, which may result in Omega GTI's inability to ship or negate the warranty extended as described herein.

Any terms in Buyer's purchase order inconsistent with the terms hereof shall be void notwithstanding Omega GTI's failure to object to such inconsistent terms. Any provisions in Buyer's purchase order that are in addition to those expressed herein will not be deemed accepted unless Omega GTI, by a separate writing, agrees to the same. Mere delivery of product may not be construed as Omega GTI's acceptance of such additional terms.

Omega GTI's failure or inability to deliver merchandise as requested shall not subject Omega GTI to any liability for costs, expenses, or actual indirect, special or consequential damages incurred or suffered by Buyer, including but not limited to lost business or profits, whether or not foreseeable.

## **12. DEFAULT**

In the event of any default, breach, or dispute, the prevailing party shall be entitled to all costs and attorney fees prior to suit, during suit, through bankruptcy and collection. This Agreement and all rights and obligations under this

Agreement, including matters of construction, validity, and performance, shall be governed by the law of the State of California and venue is hereby stipulated between the parties, their successors and assigns.

**13. BUYER'S TERMS AND CONDITIONS**

Goods delivered/shipped by Omega GTI to Buyer are following only the terms and conditions stated herein. Notwithstanding any terms or conditions on any document, the information and conditions on this document supersedes Buyer contract.

**14. GENERAL.**

All agreements, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. If any provisions of this Contract is held to be invalid, illegal, unconscionable, or unenforceable, that provision will be considered separable from the remaining provisions of this Contract, will be reformed and enforced to the extent that it is valid and lawful, and will not affect the validity, legality, or enforceability of any other provisions of this Contract. The captions used herein are the convenience of the parties only and shall not affect the construction or interpretation hereof. Nothing in this Contract, neither express or implied, is intended or should be construed to confer upon, or grant to, any person, except Buyer and Seller, any claim, right, or remedy under it.