1. ENTIRETY. These Terms and Conditions of Sale and all documents referenced herein (collectively, the “Terms”) are the only terms and conditions which govern the sale of goods (“Goods”) and/or services (“Services”) and together with Goods, the “Deliverables”) by Trade Fixtures LLC (“Seller”) to the buyer (“Buyer”) and supersede all other terms and conditions of purchase, written or oral, including all other confirmations issued by Seller. In the event of any inconsistency or conflict between the Terms and any other documents or negotiations, the provisions of the Terms shall control unless Buyer’s countersigned purchase order specifically states to the contrary. The parties agree to be bound by the Terms without regard to any additional or different terms. These Terms represent the final and complete understanding of the parties and may be amended or cancelled only by mutual written agreement. Acceptance is expressly limited to these Terms. Any proposal for additional or different terms or conditions of purchase must be expressly and specifically agreed to in writing and signed by Seller, and Seller reserves the right, with or without notice, to vary these Terms without prior notice and to reject any order. No terms of any document or form submitted by Buyer shall be effective to alter or add to these Terms. The earlier of Seller’s commencement of performance or Buyer’s receipt of any of the Deliverables shall constitute acceptance of these Terms.

2. PRICE. Buyer shall quote an U.S. dollar and cent price, and the price will be performance at the quotation and are subject to change without notice. Clerical errors are subject to correction without liability.

3. TAXES. Prices do not include any sales, use, excise, privilege, ad valorem, or other taxes, or shipping costs of any kind whatsoever for delays, or loss or damage in transit. Claims for loss or damage shall be made solely against the carrier. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

4. INSPECTION. Buyer shall inspect the Goods upon receipt and Services upon performance, and Buyer shall immediately notify Seller in writing of any claims that the Deliverables are different than identified in Buyer’s purchase order whereupon Seller shall determine the remedy pursuant to Section 12. Failure to give such written notice upon receipt will constitute irrevocable acceptance by Buyer of all Deliverables.

5. CHANGES OR CANCELLATION. Changes in specifications or designs to any Deliverables, changes in delivery or performance schedules or reschedules or cancellations of orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer. Once ordered, deliverables that are made to order, discontinued or custom products (“Special Order Goods”) may not be cancelled by Buyer. Seller reserves the right to cancel any purchase orders or releases thereunder, or terminate any agreement relating to purchase of Seller’s Deliverables, upon the occurrence of any event described in Section 14(c)(i) through (vi) without the prior written consent of Seller, this warranty shall be void.

6. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHAT CAUSE OR CAUSES OF ACTION ARE INVOLVED, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY SELLER FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED.

7. PATENTS. Provided Buyer has made all payments due Seller, Seller shall defend and hold Buyer, its affiliates and their respective officers, directors, managers, representatives, agents and employees harmless from and against all claims, suits, actions, losses and damages (including injury and death) and expenses (including reasonable attorneys’ fees) (collectively, “Losses”), arising out of or relating to: (a) Buyer’s or its users provided specifications, design, structure, operation, material or method of making Deliverables (“Buyer’s Infringement”); including but not limited to, infringement of any other intellectual property or proprietary rights; (b) Buyer’s use, misuse or disposal of Deliverables or materials; (c) Buyer’s non-compliance with any Law; (d) breach of these Terms by Buyer; and (e) Deliverables subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Deliverables; (v) repairs or modifications made to all or part of the Deliverables without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller’s instructions.

8.工具不包括任何权利授予 Buyer 于此在内, except for the limited right to use the Deliverables for Buyer’s internal use, including testing, quality assurance, and customer demonstrations. If, in Seller’s judgment, the financial condition of Buyer does not warrant the continued sale of Deliverables, Seller may at its sole discretion, without liability or penalty, refuse to continue delivery of Deliverables, and may retain the deposit. Buyer shall also immediately notify Seller in writing of any claims that the Deliverables are not consistent with the warranty and Seller shall, at its option, either: (a) procure for Buyer a replacement; (b) repair the Deliverables at Buyer’s expense; (c) remove them and refund the purchase price for them depreciated over no more than 3 years. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES, DAMAGES OR EXPENSES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHAT CAUSE OR CAUSES OF ACTION ARE INVOLVED, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE RECEIVED BY SELLER FOR THE DELIVERABLES WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED.

9. TOOLS. In no event shall Buyer have any rights in any tools, dies, patterns, designs or tools (collectively, “Tools”) which is made or obtained for the production of the Deliverables. Such Tools shall remain the property of Seller.

10. CONFIDENTIALITY. All non-public or proprietary information of Seller, including all IP, quotations and pricing information, is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized by Seller in writing.

11. INTELLECTUAL PROPERTY. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications for patents, and other information or intellectual property disclosed or otherwise provided to Buyer by Seller and all rights therein (collectively, “IP”) are and will remain the property of Seller. Buyer shall have no claim to, nor ownership interest in, any IP and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any IP, other than the limited right to use the Deliverables purchased from Seller.

12. LIMITED WARRANTIES. Unless otherwise provided by Seller in its written warranty, Seller warrants that (i) at the time of delivery, Goods designed and manufactured by Seller will be free from defects in material and workmanship; and (ii) Seller’s warranties against Seller’s liability are in a timely and competent manner in accordance with industry standards. THESE ARE SELLER’S ONLY WARRANTIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If during the warranty period, Buyer notifies Seller in writing that the Deliverables are not in conformity with the warranty and Seller agrees to inspect, then Seller shall at its expense, without the prior written consent of Seller, at its sole option, replace, repair, refund the total amount received by Seller therefor, at its sole option, provide Buyer returns such Goods to Seller’s plant for inspection; and (b) for Services, Seller’s sole remedy is for Seller, at its sole option, to re-perform the Services or credit Buyer’s account therefor. These shall be the Buyer’s exclusive remedies for Seller’s liability. Any claims not made during the warranty period are deemed waived. Seller’s warranty does not attach to Deliverables or parts not manufactured by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer against User’s claims; (b) Seller is not responsible for any payments from any government that become part of the contract. Upon the occurrence of any event described in Section 14(c)(i) through (vi) without the prior written consent of Seller, this warranty shall be void.

13. EXPORT COMPLIANCE. Any items provided by Seller are controlled by the United States government under the Export Administration Regulations (15 C.F.R. Parts 730-774) and/or the United Nations Register. Any export or re-export of any item by the user to any country or to any person other than the authorized ultimate consignee or end-user(s) therein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into or combined with other items without the prior written consent of the United States government or as otherwise authorized by U.S. law and regulation.

14. FORCE MAJEURE. Seller shall not be liable for any delay in or failure to perform due to any event or contingency beyond its reasonable control (an event of “Force Majeure”), including acts of God, epidemics, acts of war whether declared or undeclared, blockades, riots, strikes, war, civil insurrection, sabotage, civil war, earthquakes, floods, droughts, and other similar events at either Seller’s or Buyer’s plant for inspection; and (b) for Services, Buyer’s sole remedy is for Seller, at its sole option, to re-perform the Services or credit Buyer’s account therefor. These shall be the Buyer’s exclusive remedies for Seller’s liability. Any claims not made during the warranty period are deemed waived. Seller’s warranty does not attach to Deliverables or parts not manufactured by Seller. Any contract created between Seller and Buyer is subject to the specific conditions that (a) Seller is not obligated to provide insurance or indemnify Buyer against User’s claims; (b) Seller is not responsible for any payments from any government that become part of the contract. Upon the occurrence of any event described in Section 14(c)(i) through (vi) without the prior written consent of Seller, this warranty shall be void.

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in costs resulting from the imposition of tariffs. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Deliverables among itself and its purchasers in such manner as Seller, in its sole judgement, deems fair and equitable.

21. **TERMINATION.** Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if: (i) Buyer breaches or defaults under these Terms or any other agreement it has with Seller; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer executes an assignment for benefit or creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller shall have any reasonable ground for insecurity with respect to Buyer’s ability to perform and Buyer is unable to provide Seller with adequate assurance within 10 days after written request therefore by Seller. In all cases, Seller’s rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.

22. **WAIVER.** All waivers by Seller shall be in writing. Failure of Seller at any time to require Buyer’s performance of any obligation hereunder shall not affect Seller’s right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.

23. **GOVERNING LAW.** Any dispute arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of Illinois without regard to any rules on conflicts of laws and exclusively litigated in either (i) a state or federal court located in Cook County, Illinois, or (ii) a state or federal court located in the state of Seller’s principal place of business, at Seller’s sole discretion.

24. **SEVERABILITY.** The unenforceability or invalidity of any clause in these Terms shall not have an impact on the enforceability or validity any other clause in these Terms. Any unenforceable or invalid clause shall be regarded as removed from these Terms to the extent of its unenforceability and invalidity.

25. **MISCELLANEOUS.** Buyer shall not assign any of its rights or obligations under these Terms or any purchase order without Seller’s prior written consent. Buyer shall comply with all applicable laws. There are no third-party beneficiaries. Provisions which by their nature should survive will remain in force after any termination or expiration of any sale of Deliverables. The section headings are included solely for the convenience of the parties.