

**MJC Supply LLC. f dc 'Uqgwu'J qo gEgo hqt v'c'pf 'O LE 'Kof wum lgu'Nvf 0**

**INVOICE TERMS AND CONDITIONS**

This is an integrated part of Paper or Electric Invoices of the Company

1. Prices And Payment

Payments are to be made in U.S funds. Unless otherwise stated in an invoice the payment is due net 30 days from date of an invoice. All prices are FOB the company's warehouses, unless otherwise specified in an invoice. The Company reserves the right to place a service charge on past due accounts at a minimum of 1% per month to a maximum at the highest rate permitted by law. If the Customer fails to make a payment in accordance to the term of a sale, the Company has the right to demand for immediate payments for all outstanding invoices for the customer.

2. Warranty

The Company warrants the products it sold to be free of defects in material and workmanship for the applications specified in its operation instruction for a period of ONE (1) year from the date of original retail purchase in the United States, or otherwise specified in the warranty card accompanying the products sold.

If the product exhibits a defect in normal use, the Company will, at its option, either repair or replace it, free of charge within a reasonable time after the unit is returned during the warranty period.

As a condition to any warranty service obligation, the Consumer must present the warranty card along with a copy of the original purchase invoice.

**WARRANTY DOES NOT COVER:**

- 1) Damage, accidental or otherwise, to the unit while in the possession of a consumer not caused by a defect in material or workmanship.
- 2) Damage caused by a consumer misuse, tampering, or failure to follow the care and special handling provisions in the instructions.
- 3) Damage to the finish of the case, or other appearance parts caused by wear.
- 4) Damage caused by repairs or alterations of the unit by anyone other than those authorized by the Company.
- 5) Freight and Insurance cost for the warranty service.

**ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY ARE LIMITED TO ONE-YEAR DURATION OF THIS EXPRESS LIMITED WARRANTY. THE COMPANY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND IN NO EVENT SHALL SOLEUS INTERNATIONAL INC'S LIABILITY EXCEED THE RETAIL VALUE OF THE UNIT FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY WITH RESPECT TO THIS UNIT.**

This warranty covers only new products purchased from the Company's authorized dealers or retailers. It does not cover used, salvaged, or refurbished products.

As some states do not allow the limitation or exclusion of incidental or consequential damages, or do not allow limitation on implied warranties, the above limitations and exclusions may not apply to you. This warranty gives the Customer's specific legal rights, and the Customer may also have other rights that vary from state to state.

### 3. Disclaimer

THE COMPANY EXPRESSLY DISCLAIMS ANY OBLIGATION OR LIABILITY FOR LABOR PERFORMED IN CONNECTION WITH INSTALLATION OF REPAIRED OR REPLACED PARTS OR FOR ANY OTHER EXPENSE, INJURY, LOSS OR DAMAGE TO PERSONS (INCLUDING DEATH) OR TO PROPERTY OR THINGS OF WHATSOEVER KIND OR NATURE, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM LOSS OF PROFITS, PRODUCTION, INCREASED COST OF OPERATION, OR SPOILAGE OF MATERIAL ARISING IN CONNECTION WITH THE SALE OR USE OF, OR INABILITY TO USE, SELLER'S EQUIPMENT OR PRODUCTS FOR ANY PURPOSE, EXCEPT AS HEREIN PROVIDED.

### 4. Contingencies

The Company shall not be liable to the Customer for any loss or damage suffered by the Customer directly or indirectly, as a result of the Company's failure to deliver or delay in delivering the product or failure to perform, or delay in performing, any other term or condition hereof, where such failure or delay is caused by fire, flood, natural disaster, labor trouble (including without limitation strike, slowdown and lockout), war, riot, civil disorder, embargo, government regulations or restrictions of any and all kinds, expropriation of plant by federal or state authority, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accident, explosion, act of God or other causes of like or different character beyond Seller's control and the time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

### 5. Risk Of Loss

The risk of loss or destruction of, or damages to, the product sold shall be based on the FOB point specified in the section 1 of this Terms and Condition, or specified in an invoice.

### 6. Taxes

The Customer shall pay the amount of any federal, state, county or municipalities use compensating, intangibles, gross income or like tax applicable to this transaction which is now in effect or may hereafter become effective, but not including taxes payable upon the Company's net income.

### 7. Returns

No product sold will be accepted for credit when returned without written Return Authorization issued by the Company. All goods accepted for credit are subject to the Company's normal restocking charge.

### 8. Title

Title to the products sold shall remain in the Company as a security interest until the Customer has completed payment of the purchase price, plus accrued interest, if any, and fully performed all of the terms and conditions hereof.

9. Indemnification

It is understood that the Company has relied upon data furnished by and on behalf of the Customer with respect to the safety aspects of the products supplied hereunder and/or representations by or on behalf of the customer that such products will not be applied or used by the customer or its customers in such a way as to detract products from their safety in use. THE CUSTOMER HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COMPANY, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY AND ALL LOSSES, COST, DAMAGES, CLAIMS, LIABILITIES OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY THE INADEQUACY FOR THE INTENDED USE OF THE SAFETY FEATURES, DEVICES OR CHARACTERISTICS OF THE PRODUCTS SPECIFIED HEREIN.

10. General

No modification hereof shall be binding upon the Company unless such modification is in writing signed by a duly authorized representative of the Company.

If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and omitted to the extent contrary, prohibited or invalid, but the remainder shall not be less invalid and shall be given effect so far as possible.

The entire understanding between the Company and the Customer hereto is set forth herein and any promises, representations, warranties or guarantees not herein contained shall have no force and effect unless in writing signed by the Company and the Customer.