

Changes and Cancellation: Orders for inventory items may be cancelled or changed prior shipment. For reference, inventory items typically ship within 24 hours of receiving Buyer's order. If Buyer orders immediately in the event of a change. Custom and special orders may only be changed within 24 hours of Pensa Lab's order confirmation.

Prices: Prices for Products shall be those in effect on the date the Buyer's order is accepted by Pensa Lab, unless otherwise agreed upon in writing. All prices are subject to change without notice.

Payment: Unless and until Pensa Lab approves Buyer for credit, you shall be required to pay in advance or on delivery for all Products. Otherwise, payment is due within 30 calendar days of the invoice date. Interest shall be charged at the lesser of 1.5% per month (18% per annum), on all past due amounts from the due date until paid. If Buyer orders by credit card and an item is backordered, Buyer's card will be charged when the item(s) is confirmed for shipment.

Taxes and Duties: Any tax, duty, custom, fee, or other charge imposed by any governmental authority on transactions shall be paid by Buyer in addition to the prices quoted or invoiced. If Buyer believes it is exempt from any such taxes, it must furnish Pensa Lab with an applicable valid tax exemption certificate. In the event Pensa Lab is required to pay any such taxes, duties or other charges, Buyer shall reimburse Pensa Lab on demand. NOTE: All orders with a New York State shipping address are subject to New York sales tax on the merchandise portion of the order, unless proof of tax-exempt status is provided.

Delivery and Claims: Unless otherwise agreed upon by Pensa Lab in writing, Products shall be delivered to Buyer F.O.B Pensa Lab's loading dock or the loading dock of its contract manufacturer, and Buyer shall pay all freight and handling charges. Delivery of Products to the carrier shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss of or damage to Products in transit. All delivery dates are approximate and subject to change. Buyer must promptly inspect all shipments upon receipt. Claims for shortages or other errors occurring must be made by Buyer in writing to Pensa Lab within 48 hours of Buyer's receipt of shipment of the goods with respect to which the claim is made; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to Products in transit must be made to the carrier, and not to Pensa Lab.

Returns: Products shipped to Buyer may be returned for exchange or warranty repair without Pensa Lab's prior written authorization, which may be granted or withheld at Pensa Lab's sole discretion. In the event Pensa Lab authorizes a return of Products shipped, Buyer must deliver such goods at its risk and expense. Buyer shall be solely responsible for any losses or damages to the goods in transit. All Products returned must be in original packaging, undamaged and unused, must contain all their parts, and must be clearly marked with a return merchandise authorization (RMA) number issued by Pensa Lab. All non-defective returns are subject to a 10% restocking fee. Each RMA is valid for 30 calendar days from the date of issue.

Force Majeure: Pensa Lab shall not be liable or responsible for any delay in delivery or failure to deliver that is due to any cause or condition beyond Pensa Lab's reasonable control, whether foreseeable or not, including but not limited to any act of God; act or omission of Buyer; embargo or act of civil or military authorities; compliance with governmental laws, regulations, orders or requests or national defense requirements; fire; flood; explosion; accident; leakage or failure of machinery or apparatus; theft; sabotage; labor trouble, including strike, slowdown, lockout or injunction; war; riot; act of terrorism; delay in transportation; lack of adequate fuel, power or raw materials; or inability to obtain necessary labor, manufacturing facilities, containers or transportation facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay or Pensa Lab may, without liability to Buyer, cancel any shipment affected thereby.

Changes: Pensa Lab may at any time make such changes in design and construction of Products, components or parts as it deems appropriate, without notice to Buyer. Pensa Lab may replace suitable substitutes for materials or items unobtainable because of regulations or restrictions established by governmental authority or non-availability of items from manufacturers or other suppliers.

Limitation of Liability; No Consequential Damages: Notwithstanding anything to the contrary herein, Pensa Lab's maximum liability with respect to any and all breaches of warranty or other breaches of this Agreement shall not exceed the contract price paid by the Buyer for the Products that are the subject of the breach(es). **PENSA LAB SHALL NOT BE SUBJECT TO ANY OTHER LIABILITIES OR DUTIES.** In addition, Pensa Lab specifically disclaims liability and shall not be liable for any of the following in connection with the Products, this Agreement or its performance or breach: increased expense of operation, maintenance or financing; property damages; penalties; special or punitive damages; damages for lost profits or revenues; production, loss of use, down-time, or lost good will; increased cost of capital; cost of replacement power or substitute goods or services; or for any other types of economic loss, or claims of Buyer's customers, end users or any third party for any such damages, costs or losses. **PENSA LAB SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE PRODUCTS, THEIR USE, PERFORMANCE, NON-PERFORMANCE OR MALFUNCTION, OR OUT OF THIS AGREEMENT OR ITS PERFORMANCE OR BREACH, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, PRODUCT LIABILITY, CONTRACT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY, CONTRIBUTION, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY,** even if Pensa Lab has been notified of the possibility of such damages.

Indemnification. Buyer shall indemnify, defend and hold harmless Pensa Lab and its employees, agents and affiliates (collectively, the "Indemnified Parties") from and against any and all damages, losses, liabilities, third party claims and demands, costs and expenses (including without limitation attorneys' fees and legal expenses) incurred or suffered by any of the Indemnified Parties that arise out of or result from the negligence, error, omission, intentional misconduct or criminal act of Buyer, any of Buyer's employees, agents, affiliates, customers or end users, or any third party not engaged by Pensa Lab.

Confidential Information: All confidential information, including manufacturing or business information, supplied by Pensa Lab to Buyer shall remain Pensa Lab's sole and exclusive property. Such information shall not be reproduced, used or disclosed to third parties by Buyer or its employees without Pensa Lab's express, prior written consent. Immediately upon termination of this Agreement, or upon demand by Pensa Lab, all confidential information together with any and all copies thereof shall be returned to Pensa Lab.

Use of Trademarks: Buyer shall have a non-exclusive, non-transferable, non-assignable, fully revocable license to use the DIWire® trademark to advertise DIWire, but only in strict accordance with Pensa Lab's then current rules and guidelines for use of its trademarks, which are available from Pensa Lab. Buyer acknowledges Pensa Lab's rights in and ownership of the DIWire® trademark and Pensa Lab's other trademarks and trade names, and agrees not to challenge, directly or indirectly, Pensa Lab's rights in any of these trademarks or names. Buyer shall not register, attempt to register or attempt to obtain any interest in the DIWire® trademark or any other trademark or trade name of Pensa Lab in any jurisdiction, or attempt to use, employ or register words or marks that are confusingly similar to any trademark or trade name of Pensa Lab. All use of the DIWire® trademark by Buyer shall be for the benefit of and inure to Pensa Lab, and Buyer shall not use such trademark in any way that Pensa Lab considers, in its sole discretion, misleading or objectionable or which would otherwise adversely impact the goodwill associated with that trademark or Pensa Lab. Buyer agrees to cooperate with and assist as reasonably requested by Pensa Lab in Pensa Lab's efforts to register, protect, enforce or otherwise safeguard its proprietary rights in any of its trademarks. Buyer shall cease all use of the DIWire® trademark immediately upon Pensa Lab's request.

Warranty; Disclaimer: (a) LIMITED WARRANTY: For a period of 1 year from the original date of purchase, Pensa Lab warrants that the components of the DIWire Product will be free from defects in materials and workmanship when used in normal operating conditions. Pensa Lab's warranty is limited to the original Buyer and is not assignable or transferable to any subsequent owner.

(b) EXCLUSIVE REMEDY: PENSA LAB will repair or replace (at its option and expense) any DIWire that fails to conform to the warranty during the applicable warranty period. This shall be Pensa Lab's sole obligation and the Buyer's sole and exclusive remedy under this warranty. Any repaired or replaced DIWire will be covered by Pensa Lab's warranty for the remainder of the original warranty period; no warranty period shall be extended because of a warranty claim or remedy. Pensa Lab's warranty does not cover installation, removal, testing, transportation of defective Products to Pensa Lab, or reinstallation of repaired or replacement Products, or the costs of any of the foregoing, but PENSA LAB will cover the cost of shipping the repaired or replacement unit back to Buyer.

(c) EXCLUSIONS: Pensa Lab's warranty does not apply to any defect in or failure of any DIWire resulting from any of the following: misuse or abuse; accidental damage; improper or unauthorized installation, handling, storage, maintenance or service, including failure to comply with any applicable standards, codes, product specification sheets, or instructions of Pensa Lab; use for purposes other than as authorized in Pensa Lab's then-current product literature; exposure to hazardous chemicals or other corrosive substances; use of reactive cleaning agents or harsh chemicals for cleaning; vandalism or tampering; fire; flood; lightning, storms or severe wind; environmental conditions; animal or insect activity; fault, misconduct or negligence of the Buyer, any end user of the DIWire, or any third party not engaged by Pensa Lab; use of DIWire with products, processes or materials not supplied by Pensa Lab; or any other occurrences beyond Pensa Lab's reasonable control. In addition, Pensa Lab's warranty shall be voided by any alteration, modification or repair of the DIWire without the express, prior written consent of Pensa Lab.

(d) WARRANTY SERVICE: To obtain warranty service, Buyer must contact Pensa Lab's customer service team and identify by serial number the affected Product(s). Adequate records of operating history, maintenance, and testing must be kept by the Buyer and provided to Pensa Lab upon request to substantiate that a DIWire has failed to comply with the terms of this warranty. If Pensa Lab's customer service team determines that further assistance is required, they will make arrangements to have the unit repaired or replaced on site, and/or give Buyer a Return Material Authorization ("RMA") number to use when returning the unit to Pensa Lab. If Buyer is directed to return the DIWire, Buyer must properly package the unit, clearly marking the RMA number on the package, and return the unit to Pensa Lab at Buyer's expense.

(e) DISCLAIMER: The warranty provided to Buyer in this Section is exclusive and in lieu of all other warranties. PENSA LAB MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO BUYER, AND PENSA LAB MAKES NO WARRANTIES OR REPRESENTATIONS TO ANY END USER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY DIWIRE OR OTHER PRODUCT. Without limiting the foregoing, PENSA LAB SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Any description of Products sold by Pensa Lab, whether in writing or made orally by Pensa Lab or its employees or agents, and any samples, specifications, bulletins, catalogs, drawings, diagrams, or similar materials used in connection with Pensa Lab's sales efforts or Buyer's order, are for the sole purpose of identifying the Products, and shall not be construed as an express warranty. Any suggestions by PENSA LAB or its employees or agents regarding application, use or suitability of the Products shall not be construed as an express warranty unless expressly confirmed to be such in writing by Pensa Lab. The foregoing provisions of this Section state Pensa Lab's entire liability, and Buyer's exclusive remedy, for any breach of warranty. Without limiting the foregoing, PENSA LAB shall not be liable for any end user claims or any claims for loss of use, lost or stolen data, lost goodwill or damage to other equipment or devices.