

**E.I.S. Equipment Integration Solutions Ltd.**  
**DBA: EIS Automation**

**Terms and Conditions**

**Validity**

E.I.S. Equipment Integration Solutions Ltd. (E.I.S. henceforth) terms and conditions supersede all written or oral statements or understandings between the customer and E.I.S. No amendment shall be binding unless agreed to in writing and no approval, consent or waiver shall be enforceable unless signed by E.I.S.

**Cancellation and Modification**

Upon cancellation at customer's request or customer's failure to accept delivery within sixty days of the scheduled delivery date, customer shall reimburse E.I.S. for all out of pocket costs incurred by E.I.S. up to that time, including but not limited to all costs of returning the products to their original locations, which costs shall immediately be due and payable as a cancellation charge. Upon modification of the terms and conditions hereof at customer's request, customer agrees to bear any additional cost as determined by E.I.S.

**Software and Intellectual property**

Customer agrees that all trademarks, copyrights, patents and other intellectual property rights shall remain the sole property of E.I.S. The version of software delivered with the ordered equipment will be owned by the customer once machine has been successfully installed and paid in full.

Customer acknowledges that modification of the delivered system including programmable logic controller programs, human machine interface programs, motion control programs as well as all other systems controlled by custom developed software may harm the software functions and can cause unsafe equipment conditions or equipment malfunction.

**Confidentiality**

All information resulting from the business relationship is to be treated as proprietary and confidential. Information shall not be given or distributed to any third party without the other party's prior written consent, either during or after expiry or termination.

**Customer Information Obligation**

Customer shall timely inform E.I.S. of special conditions as well as local law and obligations in case they affect the system to be delivered. Customer must provide machine technical data and drawing in writing.

Projects are based on a customer specification that must contain the exact goal to be achieved under every condition possible. E.I.S. will not carry out any mechanical or electrical modifications to existing equipment and/or infrastructure unless specifically outlined in the customer specification and acceptance of such modification by E.I.S.

Changes to the customer specification are possible in writing, however E.I.S. reserves the right to adjust pricing, propose a workaround or reject the change for technical reasons.

**Delivery**

Delivery dates are stated in the written offer (i.e. Quotation or Estimate) and are influenced and might change in the following cases:

- a. E.I.S. does not receive requested information on time from customer, the information provided is not accurate or information is changed by customer.
- b. Customer works are delayed or customer is delinquent in agreed payments.
- c. E.I.S. shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control, including but not limited to, acts of God, acts of customer, acts of civil or military authority, fires, strikes, floods and other catastrophes; due to inability to obtain necessary labor, materials, components or manufacturing facilities; or due to any other commercial impracticality.

In the event of any such delay, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay. In case E.I.S. is late, customer together with E.I.S. will negotiate a new delivery date as a whole or in steps.

**Price and Payment Terms**

All prices are in U.S. dollars and do not include sales, use, property, stamp, recording or other special taxes, levies or duties imposed by a government authority either directly or indirectly on the sale, transfer, installation or servicing of the products sold here-under.

Any such taxes or assessments of whatever nature will be promptly paid by buyer or if imposed on seller, shall be invoiced to buyer for prompt payment.

If customer fails to make payment to E.I.S. of any invoice for products shipped within thirty days of the date of such invoice all past due amounts shall accrue delinquency charges at the rate of 5% (five percent) per month.

**Warranty**

E.I.S. warrants that the products sold here-under will conform to E.I.S. specifications and will be free of defect in workmanship. During the 12 month warranty period E.I.S. will repair or replace (at E.I.S. discretion) with like items at no charge to the customer all inoperable parts, with the exception of all wear parts, i.e. belts, provided such parts are returned to E.I.S.

This warranty does not extend to claims that result, in E.I.S. judgment, from misuse, negligence, neglect, improper installation or maintenance, alterations or repair performed by personnel not employed, trained or certified by E.I.S., or operation using supplies or other parts which do not conform to, or are used in a manner inconsistent with, the product design.

Except for the above warranty, E.I.S. makes no warranty of any kind, express or implied, by operation of law or otherwise, including but not limited to any express or implied warranty as to merchantability or fitness for a particular purpose, or that the parts will operate without interruption or be error free.

**Exclusive Remedy**

E.I.S. sole obligation under foregoing warranty will be limited to either, at E.I.S. sole option, repairing or replacing the product or refunding the purchase price of the defective product. The foregoing shall be buyers exclusive remedy for breach of such warranty or any implied warranty or other obligation arising by operation of law with respect to the products.

**Liability**

Except provided in paragraph 9 (nine), E.I.S. liability for any claim of any kind, including negligence or breach of warranty, for any loss or damage resulting from, arising out of or connected with any contract arising here-under, or from the performance or breach thereof, or from manufacture, sale, delivery, resale, repair or use of any products covered by or furnished here-under, shall in no case exceed the purchase price theretofore paid by customer to E.I.S. with respect to the products that give rise to the claim.

In any event, liability for special, incidental or consequential damage of any kind (including without limitations loss or profits, loss of contracts, business interruptions, loss of or corruption of data, lawsuits by third parties) is expressly excluded.

**Arbitration**

This document and any agreement arising here-from shall be construed, interpreted and governed in all respects by laws of the state of Nevada, treated in Clark County Jurisdiction