

1. Buyer assents to these Terms and Conditions (“T&Cs”) and the attached end user license agreement (“EULA”) (collectively “the Agreement”) and assents to the express incorporation of the Agreement into the associated purchase order (“Order”). Any of Buyer’s terms that conflict with this Agreement is expressly rejected by Illum Technology, LLC (“Seller”).
2. All Orders are subject to acceptance by Seller and Seller has the right to reject the Order at any time. All Orders accepted by Seller cannot be cancelled or modified by Buyer.
3. No Order is valid without a corresponding price quote from Seller. Prices quoted by Seller are valid for 30 days only.
4. Payment terms are Net 30 unless otherwise indicated by the Seller. No discounts for early payment. All amounts overdue shall bear an interest rate of 11/2 percent per month on any outstanding balance. Buyer shall be in material breach of this Agreement if any outstanding balance is overdue by more than 6 months. Seller shall take any reasonable actions necessary to limit Seller’s damages due to Buyer’s material breach including, but not limited to, suspending Seller’s performance, cancelling any outstanding Orders, and declaring all sums owed by Buyer immediately payable to Seller. Buyer hereby irrevocably authorizes Seller at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the goods identified in the Order.
5. All shipments are Ex Works Seller’s dock with risk of loss transferring to Buyer upon Seller’s transfer to carrier at Seller’s dock.
6. Seller shall use best commercial practices to meet delivery dates specified by the Order, but Seller shall not be liable for any failure to meet such delivery dates.
7. All products and services delivered by Seller hereunder shall be deemed accepted by Buyer unless written notice of non-conformity of such products and services is received by Seller within 30 days of the shipment date of such products and services. Upon written receipt of such non-conformity, Seller shall have a reasonable time within which to cure. If Seller is unable to cure such non-conformity, Buyer’s sole remedy shall be Buyer’s termination of the Order.
8. All intellectual property (IP) developed by Seller, whether alone or in conjunction with Buyer, shall be owned by Seller. Buyer shall execute and deliver to Seller an assignment of any such IP upon Seller’s request and shall otherwise confirm in writing Seller’s sole and exclusive rights to such IP.
9. Buyer shall not modify, alter, reverse engineer, decompile, disassemble or otherwise attempt to derive any information about the design, manufacture or functionality of any products purchased from Seller.
10. Buyer shall indemnify, defend and hold harmless Seller from damages resulting from: 1) Buyer’s unreasonable use of the purchased products and services, including any use not authorized by Seller, such as governmental use, or any use that may result in property damage, loss of life or personal injury; 2) any claimed infringement of patents, trademarks or other IP arising out of Seller’s compliance with Buyer’s designs, specifications or instructions in the development of such products or services; or 3) Buyer’s combination of products or services purchased from Seller with products or services not purchased from Seller.
11. Seller warrants that the products and/or services sold to Buyer shall be free from material defects in workmanship and are fit and will operate in accordance with their intended purpose, such Limited Warranty expiring 12 months after delivery to Buyer (“Warranty Period”). Any products or services returned by Buyer to Seller within the Warranty Period shall not be accepted by Seller unless Buyer obtains a return merchandise authorization (RMA) from Seller prior to return. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE PRODUCTS AND SERVICES PROVIDED BY SELLER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND NONINFRINGEMENT.
12. SELLER’S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES SHALL IN NO EVENT EXCEED THE AMOUNT, IF ANY, RECEIVED BY SELLER FROM BUYER WITH RESPECT TO SUCH PRODUCTS AND/OR SERVICES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR SPECIAL LOSS OR DAMAGES OF ANY KIND, HOWEVER CAUSED, OR ANY PUNITIVE, EXEMPLARY OR OTHER DAMAGES.
13. Buyer shall fully comply with all U.S. Export laws and regulations controlling the export and re-export of any products and/or services purchased by Buyer from Seller.
14. This Agreement shall be governed by the Laws of the State of Arizona regardless of any conflict of law provisions to the contrary.