

TALAN PRODUCTS, INC. (SELLER)
STANDARD TERMS AND CONDITIONS OF SALE

The following terms and conditions are controlling except where in conflict with express terms and conditions on the face of the Quote:

1. Unless otherwise indicated on the purchase order, Customer shall pay in full the net amount of each invoice submitted by Seller within 30 days of the date thereof. Payment is to be made in U.S. dollars for each shipment hereunder. Should any Customer check(s) or other electronic transfers be returned by the bank for the reason of insufficient funds, Customer shall pay One Hundred dollars (100.00) for each check returned to Seller as a handling charge. Interest shall be 1.5% per month on all invoices after 30 days.
2. Insofar as prices quoted herein include freight charges and insurance charges, such prices are based on the rates in effect on the date hereof. Any difference between such rates and the rates actually paid when the goods are actually shipped, whatever the cause of such difference, shall be for Buyer's account.
3. Delivery dates, if given, are approximate only. Seller shall not be liable for failure to process or deliver or for delay in delivery due to acts of Buyer, acts of God, fires, strikes, lockouts, labor disputes, war or hostilities, civil commotion, pandemics, delays in transportation, shortage of transportation facilities, fuel, labor or material, governmental acts, laws, demands, regulations or requirements, in any way affecting Seller or its sources of supply, nor for any other cause beyond the reasonable control of Seller or its sources of supply. Any delay so caused shall extend the time of Seller's performance to the extent necessary to enable Seller to make delivery in the exercise of reasonable diligence after the causes of delay have been removed.
4. If the terms are FOB Talan Products, risk of loss with respect to the goods shall pass to Buyer as soon as the material is loaded for transportation. In all other cases, risk of loss shall pass to Buyer immediately upon delivery at the FOB point.
5. Within 7 days after receipt of the goods, Buyer shall give Seller written notice of any claim Buyer may assert, and in particular as to quantity and quality. If Buyer fails to give notice, the goods shall be deemed to conform to the terms of the Order in all respects. After presentation of any claim, Buyer shall promptly afford Seller a reasonable opportunity to examine the goods, and all delivery and other documentation with respect thereto. No claim will be recognized unless Seller is afforded such opportunity to inspect. Goods may not be returned for any reason without Seller's prior written authorization.
6. Buyer's exclusive remedy shall be for damages, and Seller's liability on any claim arising out of this transaction or connected with the processing, sale, handling, transportation, possession, use or resale of the goods (including, without limitation, liability arising from breach of contract, negligence, or strict liability) shall in no event exceed reimbursement of the amount already paid on the purchase price. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND.

7. Unless otherwise expressly provided herein or as provided by law, SELLER MAKES NO REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS.

8. Tender by Seller or its authorized agent of appropriate shipping documents shall constitute full and final delivery on Seller's part.

9. Buyer grants Seller a security interest in the goods and the proceeds thereof until receipt of payment in full of the purchase price. Buyer agrees to execute all financing statements and other instruments required or which Seller deems advisable to be filed pursuant to the Uniform Commercial Code and Buyer authorizes and appoints Seller as attorney-in-fact to execute and file such financing statements required.

10. Buyer expressly represents to Seller that on the date hereof, Buyer is not insolvent within any of the meanings of that term in the Uniform Commercial Code.

11. This contract shall be governed by and construed according to the internal laws of the state of Ohio notwithstanding its conflict of laws provisions. Any controversy or claim arising out of or related hereto shall be brought exclusively in the Court of Common Pleas, Cuyahoga County, Ohio, which shall be deemed to have exclusive jurisdiction.

12. Seller's waiver of, or failure to enforce remedies for, any breach of this contract shall not be construed as waiver of that or any other breach.

13. Buyer acknowledges and agrees that Buyer shall not use or disclose to any third parties any of Seller's confidential or proprietary information for any purpose other than for the performance of any purchase orders including, but not limited to, using, storing or uploading such information into an AI/LLM engine.

14. This Quote constitutes the full understanding of the parties with respect to the purchase of goods hereunder. No terms and conditions other than those stated herein, and no agreement or understanding purporting to modify the terms and conditions stated herein, whether contained in Buyer's purchase order or any other shipping release form, or elsewhere, shall be binding on Seller unless in writing and signed by an authorized representative of Seller.