1. Terms and Conditions

The terms and conditions for the provision by Seller to Buyer of any Equipment or Parts (hereinafter collectively referred to as "Products") or services (including inspection, maintenance, field service or workshop repair and other services) shall be exclusively governed by the provisions of these terms and conditions of sale and service ("Terms and Conditions") and Seller's sales order acknowledgement (hereinafter collectively referred to as "Agreement"). This Agreement cancels and supersedes all and any previous communications, negotiations, agreements, understandings or contracts between Seller and Buyer with respect to the subject matter hereof. The parties agree that the order may not be transferred or correspondingly changed without the express written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or to this Agreement. Buyer's acceptance of Buyer's offer by Buyer's execution of any form of acknowledgment of the receipt of, or approval of purchase or service agreement, or by Buyer's acceptance of delivery of Products or Services (which include inspection, maintenance, field service or workshop repair and other services) or the use of any Products or Services, or by any act or omission of Buyer other than compliance with any terms and conditions hereof, shall constitute Buyer's acceptance of the terms and conditions of this Agreement. Any modifications to these terms and conditions of sale and service shall be binding only if made in writing and signed by an authorized representative of Seller.

2. Acceptance of Product and Services

Buyer shall inspect all Products and Services before their acceptance by Buyer. Buyer's failure to inspect or its acceptance of Products or Services or any portion thereof within the applicable period set forth in the Agreement or any purchase or service agreement, or in the event of any other acts or omissions on the part of Buyer shall constitute Buyer's unconditional acceptance of such Products or Services or portion thereof, at Buyer's risk and expense, and shall be irrevocable. If Buyer discovers any defect or non-conformance in the Products or Services, Buyer shall notify Seller within 10 days of Buyer's discovery of the defect or non-conformance, or such longer period as may be agreed upon in writing by Buyer and Seller. Buyer shall not accept Products or Services that are defective or non-conforming and shall not be required to pay for Products or Services that are defective or non-conforming. Buyer shall have no right to reject any Products or Services if Buyer fails to properly inspect any Products or Services prior to their acceptance by Buyer or if Buyer fails to properly report any defect or non-conformance in the Products or Services to Seller prior to the acceptance by Buyer of the Products or Services. In the event of a defect or non-conformance, Buyer shall report the defect or non-conformance to Seller in writing and Buyer and Seller shall work together to resolve the issue. Buyer shall have no right to reject any Products or Services after Buyer has accepted them unless Buyer properly reports the defect or non-conformance to Seller in writing within the applicable period set forth in the Agreement or any purchase or service agreement. Buyer shall be responsible for ensuring that all Products and Services are in proper working order and condition before Buyer accepts them. If Buyer fails to properly report any defect or non-conformance to Seller within the applicable period set forth in the Agreement or any purchase or service agreement, Buyer shall be deemed to have accepted the Products or Services and shall not have any right to reject them or return them to Seller.

3. Liability

Seller shall not be liable for any losses, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), arising out of or in any way connected with the performance or the non-performance of any of Buyer's obligations under this Agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the warranty of any Product or Service, the Products or Services, or any other matter relating to the performance or non-performance of any of Buyer's obligations hereunder) and whether or not in the reasonable contemplation of the parties at the date of execution of this Agreement. Further, Seller shall not be liable for any losses, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), arising out of or in any way connected with the performance of any teleservices, including without limitations any applicable data protection laws. In addition to or in lieu of the foregoing, Buyer agrees to indemnify and hold Seller harmless from and against all such losses, damages and costs, to the extent that the same may arise by reason of or in any way connected with the performance of the teleservices. Buyer further agrees to indemnify and hold Seller harmless from and against all such losses, damages and costs, to the extent that the same may arise by reason of or in any way connected with the performance of the service of teleservices provided by Seller to Buyer. Buyer shall be responsible for all damages sustained by Seller and all expenses and reasonable attorney’s fees incurred in connection with the defense of any such matter.

4. Delivery, Risk and Title

All the Products shall be delivered to Buyer on the agreed date and time of delivery or the time and place of delivery, as specified in the Agreement. Buyer shall be responsible for all costs and expenses incurred in connection with the delivery of the Products and/or Services to Buyer. Buyer shall acknowledge in writing to Seller that Buyer has received and inspected all the Products and/or Services and that the Products and/or Services are in good condition and conform to the specifications of the Agreement. Buyer shall be responsible for all damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the non-performance of any of Buyer's obligations hereunder. Buyer shall be responsible for all damage to any property (including Buyer's property) arising out of or in any way connected with the performance of the teleservices, including without limitations any applicable data protection laws.

5. Terms of Payment

Payment for the Products or Services shall be made by cash or certified check and in accordance with the payment terms stated in the Agreement or any purchase or service agreement. If payment terms are lacking, payment shall be made in accordance with any applicable state or federal laws. Payment for credit account sales shall be made as full payment in advance which shall be due and payable by Buyer upon its execution and delivery of these Terms and Conditions. From the date of acceptance by Buyer of the Products and/or Services, Buyer shall be responsible for all costs and expenses incurred in connection with the delivery of the Products and/or Services to Buyer. In the event of any default or delay in payment by Buyer, Buyer is subject to a storage fee at the rate of one percent (1.0%) of the Serviced Product for each day that payment was due until Seller receives payment in full, at the lesser of the rate of one percent (1.0%) per month or the maximum rate permitted by applicable law.

6. Force Majeure

If Buyer requests any change or delay in the delivery or any other act or omission by Seller, or if an Agreement is not delivered on the date set forth in this Agreement due to force majeure, Buyer shall be liable for all expenses and reasonable attorney’s fees incurred in connection with the defense of any such matter. Acceptance of the Product or Services shall constitute Buyer’s acknowledgment of the delivery of the Products or Services even if the Product or Services are delayed in delivery or otherwise not in accordance with the terms and conditions hereof.

7. Revocation of Acceptance

In the event of a delay in delivery or any other act or omission by Seller, or if an Agreement is not delivered on the date set forth in this Agreement due to force majeure, Buyer shall be entitled to cancel any orders for the Products or Services on written notice to Seller. Buyer shall be entitled to cancel any orders for the Products or Services on written notice to Seller, provided that Buyer does not fail to pay any of its past due accounts.

8. Limitation of Actions

Any action or suit to enforce any of the provisions of this Agreement must be commenced within twenty (20) years after the date of the给大家提供的原始文本的内容通过natural language处理后得到的结果。