1. EQUIPMENT AND INSTRUMENTATION: Seller shall provide and install any equipment and instrumentation for the particular service. Seller warrants that any analysis of data, subsequent to which work is performed by Seller, will be accurate and reliable. If such analysis is not so accurate and reliable, Buyer may discontinue performance of Services and provision of Parts. If such cash payment or security is not provided, in addition to Seller’s other rights and remedies, Seller may discontinue performance of Services and provision of Parts.

2. PAYMENT: Buyer shall make payment monthly, by check, draft, or other means of payment as mutually agreed upon. All payments shall be made within thirty (30) days from the date of receipt of invoice. If any payment is late, the buyer shall pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate permitted by law, whichever is lower.

3. TERMS OF PAYMENT: If Buyer fails to pay when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys’ fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum permitted rate by law, from the date on which it is due and until it is paid. Seller may retain its interests in payment by enforcing any applicable mechanics’ lien, construction or similar lien rights. Should Buyer’s financial responsibility or its ability to make timely cash payments or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. In the event of Buyer’s failure to make timely payments, in addition to Seller’s other rights and remedies, Seller may discontinue performance of Services and provision of Parts.

4. SHIPMENT AND DELIVERY: While Seller shall use all reasonable commercial efforts to maintain to the terms and conditions of Buyer’s purchase order. Buyer’s acceptance of the Services and Parts will manifest Buyer’s agreement to the terms and conditions of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of any of these Services Terms and Conditions shall be binding upon the Buyer unless made in writing and signed by an authorized representative of Seller.

5. LIMITED WARRANTY: Seller warrants to Buyer that the Services shall be performed by trained personnel using proper equipment and instrumentation for the particular service. Seller warrants that any analysis of data, subsequent to which work is performed by Seller, will be accurate and reliable. If such analysis is not so accurate and reliable, Buyer may discontinue performance of Services and provision of Parts.

6. INSTALLATION: Seller warrants the proper performance of the Services for a period of ninety (90) days from the completion of the Services. Warranties shall be null and void if Buyer or Buyer’s employee negligently (other than Seller’s), willfully, or negligently (other than Seller’s), neglects to perform any services. Any part or equipment not made to order for Buyer and returned to Seller for any reason, including defective materials or equipment, will be returned to Buyer at Buyer’s expense.

7. LIMITS OF LIABILITY: Except as specifically provided herein, Seller shall not be liable for any loss, damage, expense, or cost of any kind, or any incidental, consequential, or punitive damages, resulting from the performance of the Services. Seller shall not be liable for any loss, damage, expense, or cost if the Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer’s request, Seller may refuse to perform power switching or services on energized electrical equipment, if the opinion of Seller, such action would be unsafe.

8. PERFORMANCE: Seller shall not be liable for damages caused by delay in performance or the remedies of Buyer set forth in this Agreement are exclusive. In no event, regardless of the form of action, whether in contract, tort, or negligence, shall Seller be liable for any loss, damage, expense, or cost arising out of or in any way connected with the use or performance of the equipment or system, including the absence of such equipment or system.

9. INDEMNITY: Either party shall indemnify and hold harmless the other party from any claims, losses, suits, judgments, and damages, including incidental and consequential damages, resulting from the negligence, conscious disregard of any of the warranties made herein or any of the representations made herein, attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the indemnified party’s obligations.

10. TERMINATION: Either party may terminate this Agreement for any reason upon sixty (60) days written notice. The termination provisions shall not prejudice any other rights and remedies that may be available to a party in the event of non-performance by the other party. Seller shall have the right to terminate this Agreement upon thirty (30) days written notice to Buyer in the event of any non-conpliance with the provisions of this Agreement or any breach of any of the terms and conditions hereof by Buyer.

11. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller. In the event of any assignment, Buyer shall purchase the Services and Parts only if Buyer is responsible for all claims, losses, suits, judgments, and damages, including incidental and consequential damages, resulting from the negligence of the party so assigning.