

## Terms And Conditions

**1.Limited Warranty.** The goods provided hereunder are warranted to conform to Sun's specifications and to be free from defects in material and workmanship. Sun further warrants good title to the goods and that the goods do not infringe any valid United States patent. SUN DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. Sun's sole obligation and customer's sole remedy on account of breach of the foregoing warranty is the prompt replacement or correction of defective goods at Sun's expense, or, at Sun's option, the refund of the purchase price thereof. No claims hereunder shall be maintained unless notice of an alleged defect is received by Sun within sixty (60) days from the date of delivery and Sun retains the right to inspect any goods alleged to be defective.

**2.Limitation on Liability.** IN NO EVENT SHALL SUN BE LIABLE FOR AN INJURY, LOSS OR DAMAGE, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, ARISING OUT OF THE USE, OR THE INABILITY TO USE, GOODS PROVIDED HEREUNDER WHETHER SUCH DAMAGE RESULTS FROM BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE AND WHETHER OR NOT SUN KNEW OR SHOULD HAVEKNOWN OF THE POSSIBILITY OF SUCH INJURY, LOSS OR DAMAGE.

**3.Title: Risk of Loss.** Sun shall retain title to the goods until they are paid for in full or used by the customer in the ordinary course of business. The customer shall provide any documentation reasonably requested by Sun to record Sun's interest in such goods. Risk of loss of the goods shall pass to the customer upon delivery and customer shall adequately insure the goods until they are paid in full.

**4.Taxes.** Any taxes imposed on the sale of the goods hereunder shall be billed to and promptly paid (or reimbursed) by customer.

**5.Force Majeure.** Sun shall not be liable for delay or failure in the performance of the obligations contained in this invoice arising from any causes beyond the control of Sun, and in such case of the time for performance shall be extended by the period of such force majeure. HOWEVER, IN NO EVENT SHALL SUN BE LIABLE FOR DAMAGES CAUSED majeure. HOWEVER, IN NO EVENT SHALL SUN BE LIABLE FOR DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY ANY DELAY IN DELIVERY.

**6.Late Payment.** Sun reserves the right to charge one and one half percent (1.5%) Interest per month from the date payment is due until paid in full (or the maximum annual legal rate for sales of commercial goods, whichever is less) on overdue balances. The customer shall also reimburse Sun for any costs and expenses, including attorney fees, incident to the collection of any delinquent account.

**7.Customer Forms.** No terms and conditions of any customer purchase (or similar) order in conflict with or in addition to these terms and conditions shall be binding upon Sun unless expressly accepted by Sun in writing, notwithstanding what the purchase (or similar) order provides.

**8.Applicable Law.** This invoice and the sale of goods described shall be governed by and construed in accordance with the laws of the State of New Jersey (without giving effect to choice of law provisions).The UN Convention on the International Sale of Goods shall not apply to this contract.