

# Quantum Technologies, LLC.

## TERMS AND CONDITIONS

1. Proposal Acceptance: Proposals from Quantum Technologies, LLC. are submitted for acceptance within 30 calendar days from the date of proposal. Prices are firm after acceptance provided the Buyer releases the order for production within 90 calendar days of placement--see paragraph "prices." Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.
2. Terms of Payment: Net thirty (30) calendar days from date of our invoice, unless stipulated to the contrary and subject to the approval of Quantum Technologies LLC. Invoicing will be decreed when shipment has been made, unless otherwise indicated in quotation. All quoted prices are subject to any state, federal or local government regulatory ordinances or statutes governing interest rates and shall be construed and interpreted to allow the highest rate applicable and not more. Payments made by Credit Card will require an additional service charge. In the event of a conflict between this rate and other law, the law shall prevail. In the event Quantum Technologies, LLC. employs an attorney to enforce its rights and reparations under these terms and conditions and/or to collect funds owing pursuant to these terms and conditions, buyer agrees to pay all reasonable legal fees for Quantum Technologies, LLC.'s attorney, plus any other expenses incurred by Quantum Technologies, LLC. in enforcing its rights under this agreement.
3. Taxes: Unless specifically stated, Quantum Technologies, LLC. DOES NOT include taxes of any kind in the sale price. Any taxes, if applicable and imposed by any present or future local, state, or federal agency for any reason must be paid by the Buyer.
4. Shipments: All shipments are f.o.b. factory or, if shipped from another location, f.o.b. point of shipment with charges either allowed, added to invoice, or collect. Freight charges will be noted on the quotation.
5. Claims: The responsibilities of Quantum Technologies, LLC., and the manufacturers they represent, concludes upon delivery of material in good order to the freight carrier. As all goods are shipped at buyer's risk, any claims for damage, shortage, or loss in transit must be filed by the buyer against the transportation company. (Quantum Technologies, LLC. will assist the Buyer in every reasonable way possible in the filing and collection for any claim for damages and/or losses while in transit.) Claims against factory shortages will not be considered unless made within 60 calendar days after receipt of the goods.
6. Acceptance or Approval: Should the equipment on this proposal be purchased subject to acceptance or approval of another (such as Architect, Engineer, Owner, etc.), Quantum Technologies, LLC. shall not be liable in any way should acceptance or approval not be granted. We cannot guarantee to meet or equal specifications based around products by manufacturers that we do not represent.
7. Warranties: Unless otherwise specified, Quantum Technologies, LLC. extends to buyer the manufacturer's standard warranty (a copy of which is available upon request), in lieu of any warranties contained in any related conditions, plans, or specifications. Quantum Technologies, LLC. MAKES NO OTHER WARRANTIES, IMPLIED OR EXPRESS, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT RESTRAINT, THE CONDITIONS OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PREDETERMINED PURPOSE. Quantum Technologies, LLC. SHALL NOT BE LIABLE FOR ANY DAMAGES DUE TO FAILURE OF THE EQUIPMENT TO OPERATE OR A FAULTY OPERATION OF THIS EQUIPMENT. Quantum Technologies, LLC. SHALL NOT BE HELD LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL OR LIQUIDATED DAMAGES, OR LOSSES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFIT OR PRODUCTION, OR DECAY OR INCREASED COST OF OPERATION) BROUGHT ABOUT FROM THE INSTALLATION, OPERATION OR USE OF THE EQUIPMENT.
8. Limitation of Remedy: Quantum Technologies, LLC. shall have no responsibility for any damage caused by negligence, accident, misuse, and/or improper storage, installation, service, maintenance, or operation. Quantum Technologies, LLC.'s liability (whether under theories of warranty, negligence, strict liability, or contract) is limited solely to repair or replacement of the equipment or its parts by Quantum Technologies, LLC. or its duly sanctioned representative, or at Quantum Technologies, LLC.'s option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against Quantum Technologies LLC. In no event, shall Quantum Technologies LLC.'s liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to Quantum Technologies, LLC. Buyer shall have no right to consequential or incidental damages or to any remedy not herein before described. Any claim by Buyer against Quantum Technologies, LLC. regarding the goods is deemed waived by Buyer unless submitted to Quantum Technologies, LLC. in writing within ten (10) calendar days of the date Buyer discovered or by reasonable inspection should have discovered, the basis for such claim.
9. Claims Resolution: All claims and disputes between Buyer and Quantum Technologies, LLC. arising out of or relating to performance of any agreement or violation thereof involving this project shall be decided by binding arbitration in accordance with the construction Industry Arbitration rules of the American Arbitration Association (AAA) then existing. Notice of Demand for Arbitration shall be filed in writing by either party to this agreement with the other and with the regional office of the AAA in Charlotte, North Carolina. The procedural and substantive law of the State of South Carolina shall apply in and to all such arbitration proceedings and Charleston, South Carolina shall be designated as the locale for any such proceedings. Both parties will have the right to conduct discovery in accordance with the Federal Rules of Civil Procedure and within reasonable time limitations to be imposed by the AAA or the arbitrators. Any resulting verdict(s) from these proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act.
10. Delays: Quantum Technologies, LLC. shall not be liable for failures or delays in making delivery hereunder when such failure or delay results from an act of God or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lock-outs, labor troubles, riots, sabotage, embargo, wars (whether or not declared and whether or not the United States is involved), federal, state or municipal law, ordinance, rule, regulation, order license, priority, seizure, requisition or allocation or other limitations, failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor or any other conditions of a similar or different nature beyond the reasonable control of Quantum Technologies, LLC.
11. Credit: If Buyer's credit, at the sole judgment of Quantum Technologies, LLC., is impaired at any time, Quantum Technologies, LLC. shall have the right to defer shipment, amend the terms of payment, or cancel the order.
12. Penalties: No penalty clause of any kind will be effective unless approved in writing by an officer of Quantum Technologies, LLC.
13. Cancellations: Should the order be canceled through no fault of Quantum Technologies, LLC. the Buyer is liable for compensation for all costs incurred in conjunction to this transaction; and in accordance with law for any other losses incurred by Quantum Technologies, LLC.
14. Return of Goods: Goods may not be returned except by permission of a representative of Quantum Technologies, LLC. and when so returned, the buyer shall be subject to shipping and handling charges.
15. Prices: Unless otherwise notified, prices on orders will be held firm provided the order is released for production within 90 calendar days of placement. (The date of placement being the date of the Buyer's order and the date of release being the date the official notice of release is received at the Quantum Technologies, LLC.'s offices.) Quantum Technologies, LLC. reserves the right to implement price increases, on orders released after 90 calendar days from date of customer's purchase order or verbal request for product submittals.
16. Title: The title to all material(s) and/or equipment and to any and all additions and accessories thereto and substitutions, therefore, shall remain with Quantum Technologies, LLC. until the purchase price thereof is paid in full."