



Newton CFV, Inc. 2022 General Terms & Conditions

These general terms and conditions of sale (these "Terms") are the only terms which govern the sale of products and services ("Products") by Newton CFV, Inc. and its affiliates (collectively, "Seller") to the person or entity who was provided a quote or proposal by Seller (each a "Proposal") or whose order Seller accepted ("Buyer") with Seller's order acknowledgment (each a "Sales Confirmation" and collectively with a Proposal and the Terms, the "Agreement").

1. Pricing and Payment:

Buyer shall purchase the Products from Seller at the prices (the "Prices") set forth in the Proposal or the Sales Confirmation. Prices are subject to change without notice. If no payment terms are provided in the Proposal or the Sales Confirmation, payment is net 30 day terms.

2. Delivery, Title & Risk of Loss:

The Products will be delivered by the date set forth in the Proposal or the Sales Confirmation or, if no date is specified, within a reasonable time after the receipt of Buyer's purchase order, subject to availability. Unless otherwise agreed in writing by the parties, Seller shall deliver the Products to Seller's location specified in the Proposal or Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Products. Buyer shall take delivery of the Products within three days of Seller's written notice that the Products have been delivered to the Delivery Point. Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point to Buyer or the carrier, as applicable. Seller shall not be liable for any delays, loss or damage in transit.

3. Inspection:

(a) Buyer shall inspect the Products within thirty days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Products" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. Specifications are subject to change without notice.

(b) If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Seller's expense and risk of loss, the Nonconforming Products to Seller's facility in accordance with Seller's instructions. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Seller's expense and risk of loss, the replaced Products to Buyer.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 3(b) are Buyer's exclusive remedies for the delivery of Nonconforming Products.

4. Limited Warranty:

Seller's sole warranty obligation to Buyer for the Products are set forth in Seller's Limited Warranty enclosed with the Products or otherwise provided to Buyer, including in a Proposal or Sales Confirmation. If a Seller's Limited Warranty was not provided to Buyer, (a) Seller's limited warranty is that it warrants that its Products will be free from defects in materials and workmanship and will conform to any specifications agreed in writing for one (1) year from delivery, and (b) Products not conforming to this warranty will, at Seller's discretion, either be replaced free of charge, excluding transportation charges and other costs, repaired by Seller, or refunded. Unless otherwise specified, all warranties cover repair or replacement of the product by an authorized service company.

5. Disclaimer of Warranties:

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 4 ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

THE REMEDIES SET FORTH IN SELLER'S LIMITED WARRANTY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SELLER'S LIMITED WARRANTY.

6. Limitation of Liability:

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.

The limitation of liability set forth above shall not apply to (a) liability resulting from Seller's gross negligence or willful misconduct and (b) death or bodily injury resulting from a manufacturing or design defect.