

JORLINK USA, INC. SALES AGREEMENT REV. 1206

1. **AGREEMENT:** This Agreement shall be deemed an offer from Seller to Buyer, and shall become a binding, enforceable contract between Buyer and Seller when signed by both parties or when Buyer has paid for or accepted delivery of the whole or any part of the Equipment, whichever occurs first. The terms and provisions of this Agreement shall apply to all subsequent orders between the parties. The terms and conditions contained in this Agreement shall constitute the entire and only agreement between the parties, superceding any and all prior or contemporaneous oral or written agreements or communications between the parties. No modification or amendment of the Agreement shall be binding unless expressly agreed to in writing and signed by the party against whom enforcement is sought.
2. **PAYMENT AND DELIVERY:** (a) Payment. Buyer agrees to pay the purchase price and related charges in accordance with the terms of payment on the face of the Agreement. Delinquent payments are subjects to an interest charge at the rate of one and one-half percent per month, not to exceeding the maximum lawful rate. In its discretion, Seller may place any order on "Stop Shipment" status for accounts with a past due or outstanding balance. (b) Delivery. The Equipment shall be delivered to the Ship To point as it appears on the front of this Agreement by the common carrier designated by the Seller. Charges for transportation and delivery do not include assembly, handling beyond entry door or other special services unless specifically stated or covered by a separate agreement signed by both parties. If such transportation charges are included in the price hereunder, Buyer is responsible for any increase in rates becoming effective after the date hereof. Under no circumstances shall Seller be liable for or otherwise penalized for non-delivery or delayed delivery of the Equipment caused or contributed to by current or future events not reasonably within its control of whatever kind or nature, including, without limitation, acts of God, acts of Buyer, acts of civil or military authority, fires, strikes or other labor disturbances, floods, wars, riots, delays in transportation or shortages in materials or components. Buyer may not cancel this Agreement for delays in delivery or shipment without giving Seller prior written notice ten business days in advance and in no event after the Equipment has left the point of shipment. In addition, Buyer may not cancel orders for specialized or customized Equipment.
3. **SECURITY INTEREST:** Buyer hereby grants Seller a first priority purchase money lien and security interest in the Equipment, together with all increases, parts, fittings, accessories, equipment and special tools now or hereafter affixed to any part thereof or used in connection therewith, and all products, additions, substitutions, accessions and all cash and non-cash proceeds, including insurance proceeds. Buyer further agrees to execute or cause to be executed any and all financing statements, certificates of title or other security instruments as Seller may reasonably require in order to perfect and maintain the security interest granted herein. Seller shall have all the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of North Carolina.
4. **WARRANTY:** Jorlink offers no warranty separate and apart from that provided by the manufacturer, if any. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.** Please see manufacturer's website for equipment warranty explanations and limitations.
5. **GOVERNING LAW, ARBITRATION AND FORUM SELECTION:** This Agreement and the parties' performance under it are governed by the law of the State of North Carolina. Any controversy, claim or dispute arising out of or relating to this Agreement shall be submitted to arbitration in Greensboro, North Carolina in accordance rules and law of the State of North Carolina. Judgment upon any award rendered by the arbitrator(s) may be entered in any North Carolina State Court having jurisdiction thereof. Buyer irrevocably consents to and confers personal jurisdiction upon the courts of the State of North Carolina, and waives any objections to the venue of such courts, and agrees that service of process may be made on Buyer by mailing a copy of the summons and complaint, by registered or certified mail receipt requested, to Buyer's address as listed on the front of this Agreement (Sold To Address) or such other address as Buyer shall hereafter provide Seller in writing.
6. **ENFORCEMENT:** If for any reason it becomes necessary for Seller to initiate any legal proceedings against Buyer, Seller shall be entitled to recover all costs incurred by it in connection with such proceedings as allowed by law, including, but not limited to, reasonable attorneys' fees, court costs, and interest. No failure or delay on the part of Seller to exercise any of its rights or the remedies available under the terms of this Agreement and the law of North Carolina shall operate as a waiver thereof.

NOTES:

☐ Accept | ☐ Decline On-Site Installation\Training

☐ Accept | ☐ Decline Offer for Extended Preventive Maintenance Contact