

TERMS AND CONDITIONS OF SALE

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ARGUS warrants that all Products will be free from defects in material and workmanship for **three (3) years** from the date of shipment. This warranty is extended to the original purchaser only and is not transferable to any subsequent purchaser. ARGUS’s obligations under this warranty shall be strictly limited to repairing or replacing the documented defective material at ARGUS’s option.

ARGUS shall determine, in its sole discretion, whether a Product is defective and whether the warranty is applicable. ARGUS will not be responsible for damage if a Product (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by ARGUS, (ii) has been reconstructed, repaired, or altered by anyone other than ARGUS or its authorized representatives, or (iii) has been used with any third-party product or hardware that has not been previously approved in writing by ARGUS.

EXCEPT FOR THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, ARGUS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

ARGUS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT.

THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS SHALL BE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND ARGUS’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

IN NO EVENT SHALL ARGUS BE LIABLE TO A CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT 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 ARGUS 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 ARGUS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SALE OF A PRODUCT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO ARGUS FOR THE PRODUCT.

Products may be returned only with prior authorization of ARGUS. Unused Products must be in its original carton and a resalable condition. A Restocking Charge of 10% will apply unless waived, in writing, by an authorized officer of ARGUS. All Products returned must be freight prepaid and insured for the total value.

All non-public, confidential or proprietary information of ARGUS, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by ARGUS to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by ARGUS in writing. Customer shall not service, repair, modify, alter, replace, reverse engineer, or otherwise change a Product unless previously approved in writing by ARGUS. Upon ARGUS's request, Customer shall promptly return all documents and other materials received from ARGUS. ARGUS shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

Customer shall indemnify and hold harmless ARGUS and its officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and assigns (collectively, "Seller Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including [reasonable] attorneys' fees, fees, and the costs of enforcing any right to indemnification under these Terms and Conditions, arising out of or related to any breach of these Terms and Conditions.

ARGUS shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions, when and to the extent such failure or delay is caused by or results from acts beyond the ARGUS's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, epidemics, explosions, or other disasters or catastrophes; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities.

These Terms and Conditions are for the sole benefit of ARGUS and Customer and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

No waiver by ARGUS of any of the provisions of these Terms and Conditions is effective unless explicitly set forth in writing and signed by ARGUS. No failure to exercise, or delay in exercising, any

right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

All matters arising out of or relating to these Terms and Conditions is governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Georgia in each case located in the City of Atlanta and County of Fulton, and Customer irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of an order or the completion of an order.