



# HAITIAN

## ABSOLUTE

### Delivery and Payment Terms

- Delivery Time:** As a guide line, estimated delivery of factory ordered machine(s) is:  
3 months, for the IMM clamping force below 500 ton;  
4 months, for the IMM clamping force arrange from 500-1500 ton;  
5 months, for the IMM clamping force larger than 1500 ton.
- Please to be advised that the delivery time will only be started to count upon receipt of all the documents below:
    1. Written purchase order,
    2. Down payment,
    3. Signed sales confirmation with signature,
    4. Detailed technical and commercial specifications.
- Price:** Price in the quotation includes only the cost of machine(s) and a standard freight allowance. Freight and special handling costs above the allowance are the responsibility of the buyer. See final page of this document for inland freight/handling allowance or cap. A UCC1 must be on-file before the machine can be unloaded from the Container(s).  
Unless specifically stated otherwise, any additional costs are the responsibility of the customer.
- Payment Terms:** Terms for Saturn/Mars/Venus/Zeres/Jupiter/Multitech/Tayu 600-10000 are as follows:  
30% of machine price as down payment by wire transfer with Purchase Order  
50% of machine price as 2nd payment before machine is released from China Port.  
20% balance due within 30 days after machine delivery.
- Terms for Saturn/Mars/Venus/Zeres/Jupiter/Multitech/Tayu 12000 and larger are as follows:  
20% of machine price as down payment by wire transfer with Purchase Order  
60% of machine price as 2nd payment before machine is released from China Port.  
20% balance due within 30 days after machine delivery.
- Payment should be made to:  
**Beneficiary:** Absolute Haitian Corporation.  
33 Southgate Street  
Worcester, MA U.S.A. 01610-1720  
Tel: 508-459-5372, Fax: 508-439-5368
- For Wire Transfer or ACH Transfer information please contact Absolute Haitian at 508.459.5372.
- Warranty:** 2-year Limited Warranty. Absolute Haitian provides the original purchaser with an extensive warranty program, which is detailed in the Terms and Conditions/Warranty section of this proposal. It includes, from the date of machine installation, a 2-year limited warranty on major parts produced by Absolute Haitian and a 12-month limited warranty on service labor.
- Validity:** Prices quoted are in United States currency. The quotations valid for 30 days following this proposal date. An order received after 30 days is subject to price revisions.

The quotation is valid only if the total package herein is purchased. An integral part of this quotation is the "General Information/Customer Service" and "Terms and Conditions/Warranty" section. Please see this section for additional details.

### Standard Terms and Conditions

The following Terms and Conditions ("Terms") are applicable to all sales made by Absolute Haitian Corporation, 33 Southgate Street, Worcester, MA 01610-1720 ("AHC"), and the acceptance of any order is expressly conditioned upon Buyer's consent to these Terms. The Terms contained herein and any other terms and conditions stated in any proposal or quotation of AHC regarding the particular sale shall constitute the complete agreement between AHC and Buyer and shall supersede all prior understandings, transactions and communications, whether oral or written, with respect to the matters referred to herein, and shall form the complete contract between AHC and Buyer (the "Contract"). The Contract shall be binding upon delivery of written acknowledgement of acceptance of the order by AHC

**NO INTERLINEATION, DELETION, OR OTHER MODIFICATION OF THESE TERMS AND CONDITIONS OF SALE, AND NO ADDITIONAL TERMS OR CONDITIONS SET FORTH IN BUYER'S ORDER FORM OR IN ANY OTHER DOCUMENT EXECUTED AND/OR DELIVERED BY THE CUSTOMER TO AHC, SHALL BE BINDING UPON AHC UNLESS SPECIFICALLY SET FORTH IN A WRITING SIGNED BY A DULY AUTHORIZED OFFICER OF AHC AND THE CUSTOMER.**

All sales are subject to written Sales Confirmation by AHC. No Contract shall arise until a written acknowledgment with an authorized signature from the Seller accepting the Buyer's order is sent by AHC to the Buyer. Receipt by Buyer of AHC's acknowledgment and acceptance of an order without prompt (within 48 hours) written objection thereto shall constitute acceptance by Buyer of these Terms and Conditions and the terms and conditions of the quotation or proposal of AHC.

1. Payment of Purchase Price: The Buyer shall pay AHC the total payment amount for the equipment to AHC at 33 Southgate Street, Worcester, MA 01610-1720, as stated in the quotation, the proposal, or in the acknowledgement and acceptance with regards to the sale of the machinery ("Equipment"), as follows:

For Machines less than 1000 Ton:

- 1.1. An amount equal to thirty percent (30%) of the total machine/s price (the "Purchase Price") to AHC shall be due upon the acknowledgement and acceptance of the order by AHC;

- 1.2. An additional amount equal to fifty percent (50%) of the total machine/s price to AHC in collected funds before the Equipment is shipped from the manufacturer.
- 1.3. The balance of the Purchase Price shall be paid to AHC not later than thirty (30) days from the date of delivery of the Equipment according to the terms hereof.

For Machines over 1000 Ton:

- 1.4. An amount equal to twenty percent (20%) of the total machine/s price (the "Purchase Price") to AHC shall be due upon the acknowledgement and acceptance of the order by AHC;
- 1.5. An additional amount equal to sixty percent (60%) of the total machine/s price to AHC in collected funds before the Equipment is shipped from the manufacturer.
- 1.6. The balance of the Purchase Price shall be paid to AHC not later than thirty (30) days from the date of delivery of the Equipment according to the terms hereof.

2. Additional Payment Terms:

- 2.1. The terms of payment provided for herein do not include any allowance for credit terms and shall apply notwithstanding any request for delay in delivery to the Buyer.
- 2.2. Buyer shall pay interest on all amounts not paid to AHC in a timely manner at an interest rate of eighteen percent (18%) per annum.
- 2.3. Buyer hereby grants AHC a purchase money security interest in the machine being transferred to Buyer to secure the full payment of the purchase price. Before the machine is unloaded at Buyer's place of business, Buyer shall execute and deliver to AHC a UCC-1 Financing Statement or other similar document in proper form necessary to perfect the purchase money security interest of AHC in and to the Equipment. Buyer authorizes AHC to execute and deliver any and all documents necessary to perfect such security interest.

3. Cancellation: In the event that the Buyer cancels the Equipment purchase contemplated herein:

- 3.1. If Buyer cancels the purchase order before the Equipment is shipped, Buyer shall be responsible for payment to AHC for an amount equal to eighty percent (80%) of the total purchase order, subject to the provisions of Section 3.2. If the order is cancelled after shipment, Buyer shall be responsible for payment of one hundred percent (100%) of the amount of the purchase order; and
- 3.2. Upon receipt of the notice of cancellation from the Buyer before shipment, AHC shall use reasonable efforts to resell the machine and the amount received by AHC from the resale of the machine, plus all costs, and charges related to the preparation and delivery of such machine for resale, shall be deducted from the balance owed to AHC under Section 3.1. Nothing in this paragraph shall relieve the Buyer from the obligation to pay the amount owed to AHC under Section 3.1 in a timely manner.
- 3.3. AHC shall have the right at our discretion, upon written notice to the Buyer, to terminate the contract unilaterally with immediate effect, fully or in part and/or to suspend performance of its obligations under the contract with immediate effect, if:
  - 3.3.1. The Buyer has failed to fulfill one or more of its obligations under these Terms or any other contract or other sales terms;
  - 3.3.2. Buyer has suspended payments or has sought the protection of the Bankruptcy Courts;
  - 3.3.3. A petition for the involuntary bankruptcy of the Buyer has been filed which has not been dismissed within thirty (30) days from the date of filing;
  - 3.3.4. The Buyer's property on AHC's premises has been attached in execution;
  - 3.3.5. A resolution for the dissolution and/or winding up of the Buyer has been adopted;
  - 3.3.6. Buyer is past due on any payment(s) to AHC.
  - 3.3.7. Buyer refuses to sign the UCC1 form prior to the machine(s) arrival at the dock of the Buyer's facility addressed above.

AHC is not and will never be liable with respect to the Buyer for any damages arising from termination of the sale pursuant to these Terms or from the suspension of obligations under these Terms for the aforementioned reasons. The amounts invoiced by AHC for performance prior to or upon termination of these Terms will be immediately due and payable. Buyer agrees to pay any and all of AHC's costs, damages, attorneys' fees and other expenses associated with Buyer's termination under these Terms and/or any contract with AHC pursuant to the terms of this Section.

4. Customs Duties, Rates of Exchange, and Ocean Freight: All prices herein are based on rates of in effect at the time of quotation and are subject to revision at the time of invoicing.

- 4.1 All prices herein are based on customs duties and rates of exchange in effect at the time of quotation and are subject to revision at the time of invoicing.
- 4.2 All prices herein are based on ocean freight rates in effect at the time of quotation and are subject to revision at the time of invoicing.

5. Price Changes:

- 5.1. A price quotation from AHC is good for thirty (30) days only from the proposal date. An order received after thirty (30) days is subject to price revisions.
- 5.2. Any price in the quotation for optional feature(s) applies only if such feature is ordered at the same time as the machine.

6. Shipping Charges and Related Charges: The quotation of AHC shall include only the shipping, freight and other transportation costs and all duties and import fees applicable to the shipment of the Equipment. Any and all taxes, fees, or assessments on the ownership or installation of the Equipment shall be the sole responsibility of the Buyer, and the Buyer shall indemnify and hold AHC harmless from and against any and all such costs.

7. Currency: Unless otherwise stated herein, all dollar amounts referred to in these Terms or in a Schedule hereto are in United States currency.

8. Installation/Training/Start-Up/Initial Service:

- 8.1. Buyer shall have the obligation at its expense to prepare its premises for installation of the Equipment and will provide all facilities including, but not limited to, foundation, space, electrical power, connector requirements, fittings to the Equipment operation, rigging, unloading fees and the like in accordance with industrial standard and installation requirements.
- 8.2. The initial installation will be supervised, where applicable, by AHC personnel in accordance with AHC policies and procedures. The Buyer will provide all necessary labor for unloading, unpacking and placement of the Equipment and if necessary, packing for return of Equipment, which AHC will supervise at no additional cost within the time period stated in 8.3. to the Buyer. If installation or removal of the Equipment by AHC representatives is precluded by local law, union agreement or otherwise, then AHC will supervise the installation of the Equipment by third parties within the time period stated in 8.3, and the Buyer will bear any additional costs caused thereby. At Buyer's request, AHC will, as soon as reasonably possible, provide a serviceman to inspect the installation of the equipment and assist Buyer in proper start-up of the equipment.

- 8.3. The purchase price for the Equipment shall include the following labor charges for Training and Start-Up:  
Two (2) working days for machine clamping force 750 ton and less;  
Three (3) working days for machine clamping force 751 ton and 1199 ton  
Four (4) working days for machine clamping force in the range of 1200 ton to 2500 ton;  
Eight (8) working days for machine clamping force in the range of 2600 ton to 3000 ton;  
Twelve (12) working days for machine clamping force greater than 3200 ton.
- 8.4. If the installation/start-up/training exceeds the number of days set forth in Section 8.3., or if any additional services are thereafter requested of AHC, Buyer shall be charged for the labor, travel time and parts involved at AHC's standard rates of which, each person, at \$1,000 per eight (8) hour day, including travel time, plus travel and living expenses at cost. Overtime service after eight (8) hours, Weekends and Holidays are charged, each person, at \$250/hour and in effect at the time such services are provided. Such additional charges shall be payable to AHC within thirty (30) days following the date of an invoice from AHC to Buyer.
9. Maintenance and Repairs: All work under the limited warranty set forth herein shall be performed by AHC or its approved contractors. The Buyer shall be responsible for normal maintenance and repair of the Equipment in accordance with the provisions of the manual for the Equipment. Any warranty work not authorized or performed by AHC or its approved contractors will void the warranty.
10. Delivery:
- 10.1. Unless otherwise agreed by AHC, delivery of the Equipment described herein shall be to the closest port. Delivery terms shall be FOB: Named Port in accordance with the provisions of the Uniform Commercial Code. AHC will use all reasonable diligence to meet the scheduled dates for shipment and delivery but cannot guarantee any delivery or completion date. AHC shall not be liable for any loss, damage, expense, or charge of any kind resulting from delay in delivery or shipment. All charges for rigging at Buyer's facility and drayage for the Equipment will be paid by the Buyer. All boxing, crating and skidding used in the shipment of the Equipment is the property of AHC and is returnable to AHC at their option.
- 10.2. If Buyer refuses to receive the delivery of the Equipment at the date specified in the order or other documentation agreed to by AHC, the delivery of the Equipment shall nevertheless be deemed accepted by Buyer, and Buyer shall be responsible for payment for the Equipment. Any storage of Equipment arranged by AHC will be at the risk and expense of the Buyer. AHC shall further be entitled, not to the exclusion of any other remedy for the Buyer's failure to take the Equipment, to recover any expenses incurred in performing hereunder as a result of the Buyer's refusal in addition to any previously received payments for the Equipment.
11. Delivery Time: Time for delivery and/or shipment is stated according to AHC's best expectations but is not guaranteed nor is a condition of these Terms. AHC shall use all reasonable diligence to meet the specified dates for shipment but shall not be liable for any loss, damage, expense, or charge resulting from delay in shipments. Unless special shipping instructions are received from the Buyer substantially before the shipment date and agreed to by AHC, AHC will use its best judgment as to the best means of shipment and routing consistent with the nature of the shipment schedule.
12. Loss and Damage:
- 12.1. AHC shall bear the risk of loss with respect to any damages, destruction, loss, theft, seizure or government taking of the Equipment or part thereof, whether partial or complete, and whether or not through any default or neglect of the AHC, until time of delivery to the Buyer's plant.
- 12.2. After delivery to the Buyer's facility, the Buyer shall bear the risk of loss with respect to any damage, destruction, loss, theft, seizure or government taking of any item of the Equipment, whether partial or complete, and regardless of whether or not through any default or neglect of the Buyer.
- 12.3. No such event of damage, destruction, loss theft, seizure, or governmental taking shall relieve the Buyer of its obligation to pay the purchase price hereunder.
13. Title: Title to the Equipment shall pass upon delivery, as defined above, at the Buyer's plant in accordance with these terms and conditions, subject to AHC's purchase money security interest. Until Buyer has paid in full for the Equipment, Buyer shall not pledge, mortgage, encumber, or create or suffer to exist a security interest in the Equipment in favor of any person other than AHC unless written approval of such other security interest is given by AHC. Additionally, Buyer agrees to keep the equipment insured to its full value until payment is received by AHC.
14. Personal Property: Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full, the Equipment is and shall at all times remain personal or moveable property and shall not be affixed or attached to any lands, buildings, motor vehicles or other chattels without the prior written consent of AHC. Where the Equipment is to be delivered to a leased premise, the Buyer shall, upon AHC's request, advise AHC of the name and address of the landlord of such leased premises. Any obligation of AHC to deliver the Equipment shall be contingent upon the execution of such Landlord of any instruments necessary to confirm the security interest of AHC in and to the Equipment.
15. Location and Inspection: Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full:
- 15.1 The Buyer shall maintain the Equipment at the location specified in the Quote and shall not move the Equipment from such location without the prior written consent of AHC; and
- 15.2 AHC shall have the right to inspect the Equipment upon request.
16. Software License: System Operation Control Programs ("Software") supplied with certain Equipment, whether provided in transportable media or embedded within the Equipment are, and remain the property of, Ningbo Haitian Group, Ltd., the manufacturer ("Ningbo"). Buyer is granted a non-exclusive right to use Software only in the Equipment. Unless supplied with its associated Equipment hereunder, no Software, regardless of the form in which it is embodied when received by Buyer, shall be made available to any third-party or entity. The ownership of, rights to and all interest in the Software at all times shall remain with Ningbo. In the event that Buyer uses the Software in an unauthorized manner, duplicates or transfers the Software, Ningbo or AHC may terminate the license granted hereunder, and Buyer shall, upon and in accordance with Ningbo or AHC's request, return or destroy all copies of programs then in its possession. The right to terminate the license granted hereunder shall be in addition to its other rights and remedies for unauthorized use, duplication, or transfer, including its right to seek injunctive relief and damages for the same. In the event an unauthorized change or modification to the Software affects the safety of the Equipment, Buyer agrees to indemnify and hold Ningbo and AHC harmless from and against any loss, damage, claim, expense, or cause of action resulting from any personal injury or property damage resulting there from.

17. Assignments: Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full, neither these Terms nor the Buyer's rights hereunder shall be assigned except with AHC's prior written consent. These Terms and all rights of AHC hereunder may be assigned by AHC without the Buyer's consent.
18. Net Purchase Price: The Buyer shall pay or reimburse AHC for all expenses, fees, charges, claims and fines incurred or arising in connection with the registration, licensing, possession, use or operation of the Equipment and all taxes and duties (including, without limitation, use, franchise, goods and/or services taxes, retail sales taxes and value added taxes) other than taxes on income levied on AHC under any federal or state income tax law on or relating to the sale of this Equipment.
19. Credit Investigation: The Buyer hereby consents to AHC conducting a personal investigation or credit check upon the Buyer, subject to applicable legislation.
20. 12/24 Months Limited Warranty:
- 20.1 12 Month Parts/Equipment Limited Warranty: AHC warrants that Equipment manufactured by AHC will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery. AHC's obligation under this Limited Warranty is limited solely to the repair or replacement at their option at its facility of any parts that are in the sole opinion of AHC defective. Such parts must be returned within thirty (30) days of discovery of such defect, within the limited warranty period of twelve (12) months, at the Buyer's expense to the facility where purchased. If parts are not returned within thirty (30) days of discovery, within the limited warranty period of twelve (12) months, an invoice will be sent for the new part(s) to the Buyer. No allowance will be made for any repairs or alterations made by the Buyer without AHC's written consent. The foregoing Limited Warranty shall not, in any case, exceed the cost of repairing or replacing defective parts as aforesaid.
- 20.2. 24 Month Limited Major Mechanical Component Warranty: AHC will repair or, at its option, replace any parts which were manufactured by Ningbo Haitian (if it is applicable, base, platen, clamp linkage, or tie bars) that proves to be defective in material or workmanship under normal use within two (2) years after machine delivery. AHC's obligation under this Limited Warranty is limited solely to the repair or replacement at AHC's option at its facility of any parts that are in the sole opinion of AHC, defective. Such parts must be returned within thirty (30) days of discovery of such defect, within the limited warranty period of [24 months], at the Buyer's expense to the facility where purchased. If parts are not returned within thirty (30) days of discovery, within the limited warranty period of [24 months], an invoice will be sent for the new part(s) to the Buyer. No allowance will be made for any repairs or alterations made by the Buyer without AHC's written consent. The foregoing Limited Warranty shall not, in any case, exceed the cost of repairing or replacing defective parts as afore-said.
- 20.3. 12-Month Service Labor Limited Warranty: For the first twelve (12) months after the machine delivery, AHC will provide all service labor for diagnosis and repair or replacement of defective parts as described under the 12 Month Limited Warranty. Warranty does not apply to front-end wear components (including barrels, screws, screw tips, non-return valves, and heater bands) unless they prove to be defective in material or workmanship.
- 20.4. Limitations and Exclusions: "Normal use" shall mean use consistent with standard industry practice, within rated capacities, at correct voltage, with normal preventive maintenance, and in accordance with the applicable AHC maintenance and operating manuals. Equipment modifications of which are not approved in writing by AHC voids the terms of this Limited Warranty immediately. This Limited Warranty does not apply to parts subject to wear or consumption, such as filter elements, fuses, lubricants, breakers, contactors, relays, barrels, screws, screw tips, non-return valves, heater bands, thermocouples, etc. The warranty does not apply to damage caused by war and "Acts of God" such as, but not limited to: floods, earthquake, fire, lightning, wind, water, electrical surges, and other acts of nature or man.
- 20.4.1. This Limited Warranty does not apply to parts or components not manufactured by AHC or to parts not normally included in AHC standard products and options, except for the provision of labor as set forth in Section 20.1 above. For parts or components not manufactured by AHC or non-standard parts or components specified by the Buyer, as original purchaser, the Buyer shall have only the warranty provided by the manufacturer of such part or component. The Limited Warranty for AHC Software is limited to defects of which make it unsuitable for the original intended use of the Software and does not extend to revisions or enhancements.
- 20.4.2. The Limited Warranty for parts is subject to verification of an actual defect by return of the part to AHC at Buyer's expense or by inspection by authorized AHC service personnel at their option. Diagnosis beyond the original start-up of the Equipment that does not result in the identification of specific Limited Warranty claims may result in service call charges at AHC's sole discretion. Parts replaced under the terms of this Limited Warranty are covered for the remainder of the applicable Limited Warranty period but no less than ninety (90) days and will be shipped to Buyer, at AHC's expense, by standard ground transportation. Additional costs for any other shipping option chosen by Buyer shall be at Buyer's expense. Component parts used in the service or repair of AHC injection molding machines may be either new or rebuilt in compliance with original design specifications.
- 20.4.3. All liability under this Limited Warranty will cease immediately if:
- 20.4.3.1. Any payments are overdue;
- 20.4.3.2. The Equipment is relocated to other than the original installation position, no matter in the same building or not, without the supervision of AHC service technician (The AHC service technician supervise the machine relocation is not a warranty work specified herein and therefore need to be purchased by the Buyer in a service order);
- 20.4.3.3. Any repairs, alterations, or modifications are made by the Buyer or a contractor of the Buyer without written consent from AHC;
- 20.4.3.4. Any machine damage caused by abuse or the condition of the site the machine installed, of which is not meet the industry standard, or cause machine out of balance;
- 20.4.3.5. Upon the date of termination described herein; and/or
- 20.4.3.6. Any work under the limited warranty is performed by anyone other than AHC or its authorized contractors.
- 20.4.4. This Limited Warranty shall not apply to:
- 20.4.4.1. Filter elements, fuses, bulbs, barrel heater band, nozzle heater band, nozzle thermocouple, solid state relay, lubricants, pressure gauges, and gate glass, etc.;
- 20.4.4.2. Wear of plasticizing screw and barrel, resulting from the processing of abrasive/harsh resins, or the operation at unusually low or high barrel temperatures. Accelerated wear of the barrel head/distributor, or machine nozzle due to the processing of abrasive/ harsh resins is also excluded, unless the Equipment was expressly specified and agreed to by AHC in its sales confirmation documentation to handle such circumstances.

21. **No Other Warranty:** EXCEPT AS OTHERWISE STATED HEREIN, AHC MAKES NO WARRANTY, CONDITION OR REPRESENTATION WHATSOEVER AS TO THE DURABILITY, QUALITY, CONDITION OR SUITABILITY OF THE EQUIPMENT FOR THE BUYER'S PURPOSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AHC CORPORATION HEREBY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AHC IS UNDER NO OBLIGATION TO INSPECT, SERVICE OR OTHERWISE RENDER OR MAINTAIN THE EQUIPMENT FOR THE BENEFIT OF THE BUYER. AHC SHALL NOT BE LIABLE TO THE BUYER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE USE, MAINTENANCE OR POSSESSION THEREOF OR THE REPAIRS, SERVICING OR ADJUSTMENTS THERETO, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATEVER AND HOWSOEVER CAUSED AND WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY. AHC CORPORATION SHALL NOT BE RESPONSIBLE TO THE BUYER FOR ANY DELAY OF DELIVERY OF THE EQUIPMENT. NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER TO THE BUYER SHALL IN ANY WAY AFFECT THE BUYER'S OBLIGATION TO PAY THE PURCHASE PRICE OR PERFORM ITS OBLIGATIONS UNDER THESE TERMS.
22. **Limitations of Remedies and Liabilities:** Buyer agrees that AHC's liability and Buyer's sole and exclusive remedy pursuant to any claim of any kind, including but not limited to claims in contract, negligence or strict liability, against AHC or any of our affiliates, shall be the repair or replacement at AHC's option of defective products or parts thereof or the correction of Equipment and Software. Claims of any kind include, but are not limited to, those for any loss or damage arising out of, connected with, or resulting from these Terms or from the performance or breach of the terms hereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of the Equipment or part thereof or Software covered by these Terms. All legal proceeding must be conducted in a Massachusetts Court of Law.
23. **Indemnity:** The Buyer shall indemnify AHC against and save AHC harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (including, without limitation, attorney's fees and expenses) arising out of, connected with, or resulting from the Equipment including, without limitation, selection, delivery, possession, use, maintenance or operation of the Equipment.
24. **Designs:** All designs and specifications shown in AHC's catalogue are subject to change without notice. The weights, dimensions, capacities, performance ratings and other data on AHC's catalogs, prospectus, circulars, advertisements, and price lists and instructions sheets are mentioned only as general information. They are only approximate and shall not bind AHC CORPORATION. If dimensions are critical, the Buyer must request certified prints from AHC.
25. **Robotic Systems:** Except as otherwise specifically provided, the parties agree that AHC shall have no responsibility for any robotics systems or hardware, including spare parts ("System(s)"), either supplied pursuant to these Terms or by separate contract between Buyer and a third-party, other than the pass through of any warranties provided by the supplier or manufacturer of the System(s). Buyer agrees that it will be responsible for: (i) choice of, hook-up and integration of all Systems with the Equipment purchased pursuant to these Terms; (ii) compliance with all applicable standards, guidelines and legal requirements related to safety and guarding in conjunction with integration of the System(s) and Equipment; and (iii) agrees that Buyer (or a party of its choosing but other than AHC) shall act as Systems Integrator with respect thereto in accordance with the American National Standards Institute/Society of Plastics Industry Standard – ANSI/SPI B151.27, for Plastic Machinery: Robots Used with Horizontal Injection Molding Machines –Safety Requirements for Care and Use, and any other applicable standards and guidelines. Buyer agrees to indemnify and hold AHC from and against any loss, expense, liability claim or litigation regarding personal injury, property damage, breach of these Terms or otherwise with respect to breach by Buyer of its responsibilities as related to the System(s) as specified above.
26. **Intellectual Property Rights:** All intellectual property rights to, ownership of and interest in all goods, trademarks, trade names, logos, other distinctive marks, designs, and other materials created and/or made available by Ningbo Haitian or the manufacturer hereunder or within the framework of the relationship between Buyer and AHC, are vested exclusively in AHC and/or Ningbo Haitian or the manufacturer. The Buyer shall not reproduce, transfer, grant, assign, license, or use the goods, distinctive marks, and designs and other materials created and/or made available by AHC and/or otherwise act as maker of and/or party entitled to such rights, except in accordance with these Terms.
- The Buyer shall not remove, modify, or alter indications concerning intellectual property rights and concerning the confidential nature of information from goods, services, programs, works, trademarks, trade names, logos, other distinctive marks, inventions, designs, models and other materials created and/or made available by AHC and Equipment delivered.
- The Buyer shall not alter - or have altered, - modify, have modified, adapted or otherwise reconfigured, the goods, services, programs, works, trademarks, trade names, logos, other distinctive marks, inventions, designs, models and other materials created and/or made available by AHC.
27. **Safety Devices:** All safety devices are checked prior to shipment, and AHC assumes no responsibility for accidents due to faulty maintenance of such device or for improper or unsafe work practices on the part of the Buyer, the Buyer's personal, or representatives of the Buyer.
28. **Rules, Regulations:** The Occupational Safety and Health Act (OSHA) impose certain requirements on an employer including many relating to the use of the Equipment. The interpretation and applicability of the regulations issued pursuant to OSHA is directly related to the conditions and manner in which the Equipment is used. Buyer acknowledges and accepts that it is solely responsible for its and its employees' compliance with OSHA. Buyer indemnifies and holds AHC harmless for any claims as a result of Buyer's failure or alleged failure to comply with OSHA, including but not limited to any and all attorneys' fees, court costs, administrative fines and other expenses resulting there from. AHC believes that its Equipment can be used in a manner that complies with OSHA and its associated regulation at its date of delivery, but cannot and does not so warrant, and makes no warranty or representation of any kind that the Equipment complies with OSHA.
29. **Limitations on Liability:** In no event shall AHC be liable for damages arising from delay, default or non-performance caused by:
- 29.1. any impossibility or unlawfulness of performance for any reason;
  - 29.2. any interference (government or otherwise) with AHC's normal production of the Equipment or with the shipping or installation thereof;
  - 29.3. any contingency beyond AHC's control or the control of its suppliers including, but not limited to future allocations of raw material (governmental or otherwise) or similar restrictions limiting AHC's production, installation or shipment.

Should any of the foregoing circumstances arise and upon returning advance payments on account of such cancelled part of the sale pursuant to these Terms, AHC shall have the right to cancel the sale or any unexecuted part thereof without further liability to the Buyer or AHC.

30. **Collection Expenses:** AHC's costs of: (i) collection, (ii) legal proceedings to recover any monies due hereunder, (iii) repossession of the Equipment, and/ or (iv) enforcement of any of AHC's rights; such costs including, without limitation, rigging, freight, storage, attorney's fees and expenses associated therewith, shall be paid by the Buyer to AHC immediately upon demand.
31. **Resale of Equipment:** If AHC repossesses the Equipment or the Buyer surrenders the Equipment, AHC may sell the Equipment at public or private sale with or without notice to the Buyer and upon such terms and in such manner as they may determine in accordance with applicable law. The Buyer remains fully liable for any balances remaining due after the proceeds have been applied to any open balances owed by the Buyer to AHC.
32. **No Waiver:** No delay or omission to exercise any right or remedy accruing to AHC upon any breach or default of the Buyer will impair any such right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval on the part of AHC of any breach or default under these Terms, or of any provision or condition hereof, must be in writing and signed by a Corporate Officer and will be effective only to extent as specifically set forth in such writing. All remedies, either under these Terms, or at law or in equity otherwise afforded to AHC are cumulative and not alternate.
33. **Force Majeure:** AHC shall not be liable for any delay in performance or nonperformance which is due to war, fire, flood, acts of God, acts of third parties, acts of governmental authority or any agency or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond its control including, but not limited to, those interfering with production, supply or transportation of product, raw material or components or its ability to obtain, on terms AHC deems reasonable, material, labor, equipment or transportation expense or cause of action resulting from any personal injury or property damage resulting there from.
34. **Instruction Language:** The English language is used for the manuals and warning labels on the Equipment. It is Buyer's sole responsibility if there are other languages, other than English, that for whatever reason are required for using the Equipment.
35. **Applicable Law:** The interpretation, validity, and effect of these Terms shall be construed and determined in accordance with the laws of the **Commonwealth of Massachusetts** in the United States, without reference to conflict of laws principles. The parties hereto hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Equipment. **Unless agreed otherwise, the parties hereby irrevocably agree to submit to the exclusive jurisdiction and venue of the courts of Worcester County, Massachusetts and agree to be bound by any judgment thereof.** Any action by Buyer against AHC for breach of contract must be commenced within one (1) year after the cause of action has accrued.
36. **Buyer's Waiver:** To the extent not prohibited by law or statute, the Buyer hereby waives the benefit of all provisions of all applicable conditional sales, regulatory credit and other statutes and regulations made hereunder in any and all jurisdictions, which would in any manner affect, restrict or limit the rights of AHC hereunder. The Buyer also waives and assigns to AHC the right of any statutory exemption from execution or otherwise.
37. **Binding Effect:** Subject to the terms hereof, these Terms shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.
38. **Interpretation:** Whenever the context of these Terms so requires, the singular number shall include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders and vice versa and, in case more than one Buyer is named as a Buyer, the liability of such buyers shall be joint and several without benefit of division or discussion.
39. **Notices:** Any notice required or permitted to be given by the provisions hereof must be in writing and will be conclusively deemed to have been received by a party on the day it is delivered by hand and in person to such part at the address indicated below (or at such other address as such party specifies to the other party in writing) or if sent by registered mail provided there is no interruption in postal services, on the fifth (5th) business day after the day on which it was mailed and addressed to such address. **If to AHC: Absolute Haitian Corporation, 33 Southgate Street, Worcester, MA 01610-1720. If to the Buyer: as set forth in the purchase order/ quote.**
40. **Severability:** Any provision of these Terms prohibited by or deemed unlawful or unenforceable under any applicable law or jurisdiction shall, at the sole option of AHC, be ineffective as to such jurisdiction without invalidating the remaining provisions of these Terms except, however, that to the extent that the provisions of an applicable law can be waived, they are hereby waived by the Buyer. If necessary and possible at the discretion of AHC, the parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.
41. **Further Assurances:** The Buyer agrees to do all things and execute and deliver all documents as may reasonably be required by AHC in order to give effect to these Terms, including, but not limited to, the execution of financing statements in order to effect such registration as may be necessary in order to protect AHC's interests herein.
42. **Choice of Language:** The parties hereby acknowledge that they have required these Terms and all other agreements and notices required, permitted, or given pursuant hereto to be drafted in the English language.
43. **Final Acceptance:** All orders are subject to final acceptance by written sales confirmation from AHC and no Contract shall be implied until acknowledged and accepted by AHC in writing.
44. **Headings:** Paragraph headings are not to be considered part of these Terms and are included solely for convenience and are not intended to be a full or accurate description of the contents thereof.

**For Absolute Haitian Corporation:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**For Customer:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title