



**GENERAL TERMS AND CONDITIONS OF BUSINESS**

**1. Scope of Application.** These Terms and Conditions govern all transactions between Techtop and Customer relating to the purchase and sale of all products manufactured by, or on behalf of, Techtop (the “**Products**”). Unless agreed to in writing by Techtop, different or additional terms proposed by Customer (including those in any Sales Orders submitted by Customer) are not binding. Except for the terms of a Sales Order accepted by Techtop, these Terms and Conditions supersede all previous communications, representations or agreements, whether written or oral, between the parties with respect to any transaction. All Sales Orders and these Terms and Conditions constitute the entire agreement and understanding of the parties. There are no promises, terms, or obligations other than those contained in these Terms and Conditions and any signed Sales Orders between the parties.

**2. Acceptance of Orders.** Sales Orders are binding and enforceable against Customer once Customer signs and returns a Sales Order confirmation to Techtop or if customer places verbal order this is also considered binding. These Terms and Conditions are incorporated into each Sales Order by reference.

**3. Prices.** Product prices are denominated in United States Dollars.

**4. Terms of Payment.** Customer will pay Techtop in United States Dollars in a method acceptable to Techtop. If Customer defaults in any payment obligation set forth in any Sales Order, Techtop may cancel any pending deliveries. In addition, interest of one and one-half percent (1.5%) per month will accrue on payment obligations not paid in full within 30 days of the invoice date, and if any amounts owing by Customer are collected by or through an attorney at law, Customer will pay Techtop all costs of collection, including reasonable attorney’s fees, incurred by Techtop. Customer may not offset any sums due Techtop against any sums Techtop may owe Customer.

**5. Title, Risk of Loss and Acceptance.** Title to and risk of loss of the Products will pass to Customer upon delivery to the carrier at the shipping point. Customer will inspect the Products promptly upon receipt and report any defects to Techtop's Customer Service Center. All Products damaged or lost in transit, for whatever reason, are at Customer’s risk and not the basis of a warranty claim. Customer is deemed to accept the Products on the earlier of use, resale, or 30 days from receipt.

**6. Regulatory Approvals.** Customer is responsible for obtaining and maintaining all customs and regulatory licenses, permits, approvals or authorizations to import the Products into Customer’s chosen destination. Techtop will reasonably assist Customer with the customs process on written request.

**7. Design, Patents and Other Intellectual Property.** Customer warrants that any Product manufactured by Techtop or its affiliates in accordance with Customer specifications, drawings, customizations or guidance will not infringe of any patent of the United States or foreign jurisdiction. Customer will indemnify, defend and hold harmless Techtop and its affiliates and their respective directors, officers, shareholders, employee, agents, successors and assigns, from and against any claims, damages, losses, and expenses including attorney’s fees and other costs of defense, if Techtop is required to defend a claim related to patent or other intellectual property infringement or product failure resulting from Customer’s design specifications, including the use of trademarks or trade names which may result in a claimed or actual violation of any party’s trademark rights.

**8. Taxes.** Techtop price quotes do not include applicable sales, use, excise, and other taxes which under applicable law are required to be paid as a result of the sale to Customer. Where applicable, taxes will be billed in absence of a valid exemption certificate on the full price of the Products, i.e., the amount prior to discounts due to trade-ins, credits, etc. Customer will remit applicable taxes directly to the taxing authorities and will indemnify Techtop with respect thereto.

**9. Shipping and Freight Policy.** Techtop will select the carrier(s) and routing of shipment and reserves the right to ship from any of its warehouse locations. For all shipments within the continental United States and no more than 800 miles from Techtop’s warehouse, Customer will pay for freight on the following schedule.

Invoice Value	\$0 - \$1000	\$1001 - \$3000	\$3001 and up
Freight Charge	\$80 Flat Rate	8% of invoice	Paid by Techtop

Freight costs for locations outside of the continental United States or more than 800 miles from Techtop’s warehouse will be determined on a shipment by shipment basis, which costs will be paid for by Customer. For Sales Orders containing only products already fully manufactured by Techtop, Techtop will attempt same day shipping of such Sales Orders received before 2PM. For Sales Orders containing only products already fully manufactured by Techtop, such Sales Orders received after 2PM will ship the following business day. Rush Sales Orders containing only products already fully manufactured by Techtop and received between 2PM and 4PM may be processed and shipped the same day for a \$25 fee. Sales Orders containing only products already fully manufactured by Techtop and received after 4PM will ship the following business day. Sales Orders containing products not yet fully manufactured will be shipped within a reasonable time after the ordered products are fully manufactured. A \$150 fee is charged for after-hours shipments. All shipment time periods stated herein are estimates only, and the actual date of shipment may be dependent upon circumstances outside of Techtop’s control. Techtop will not be liable for any damage resulting directly or indirectly from any delay in shipment whatsoever. Multiple shipment destinations and special service requested by the Customer such as lift gate, call ahead, or guaranteed delivery may result in additional charges at the sole discretion of Techtop. Shipment errors must be reported immediately to Techtop’s Customer Service Center. Any pick up must be arranged by Customer. All times are local time of the shipping warehouse.

**10. Cancellation.** A Sales Order that has been accepted by Techtop can be canceled by Customer only with Techtop’s express written consent and upon such terms approved by Techtop, including, without limitation, that Customer will indemnify Techtop for all losses resulting from such cancellation.

**11. Notice.** All notices, requests, demands or other communications permitted or required to be given to Techtop pursuant to these Terms and Conditions will be in writing and shall be deemed to have been given, if sent, by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, addressed to Techtop at 2815, Colonnades Court, Peachtree Corners, Georgia 30071, or at such other address as Techtop may designate in writing from time to time.

**12. Defaults.** If Customer defaults on any obligation or condition, Techtop may cancel the unfulfilled portion of any Sales Order and pursue all remedies available at law or in equity.

**13. Limited Warranty and Return of Goods.** For the applicable warranty period commencing on the date of delivery (as identified below) Techtop warrants that under normal and reasonable use, the Products will be free from defects in materials. This warranty will not apply to Products: (a) that have been repaired or altered by anyone other than Techtop; (b) contain components purchased from anyone other than Techtop; (c) that have been damaged, misused and/or mishandled; or (d) that have been operated, maintained, serviced, or stored, not in conformity with Techtop’s written instructions concerning operation, maintenance, service, and storage.

OTHER THAN AS EXPRESSLY CONTAINED HEREIN THERE ARE NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. If, within the applicable warranty period, Customer discovers any defect in the materials or workmanship of any of the Products, Customer must promptly notify Techtop in writing of such defect and return the defective Product to Techtop. Techtop will inspect the Product and if required, Techtop, at its sole discretion and as Customer's sole remedy, will repair or replace the defective Product, or refund the purchase price for the defective Product. This Limited Warranty does not include reimbursement to Customer for costs and expenses of transportation, freight, labor, removal, or other expenses incurred in connection with Customer's return of the defective Product. Customer acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies.

#### Warranty Period

All products carry **36 months** warranty, except as noted below.

Type	All Single Phase	Green Line 3 Phase	IEEE 841 3 Phase	Black Line 3 Phase	Blue Line 3 Phase	Orange Line 3 Phase	DC	VFD
Months	18	36	60	24	24	24	12	12

Techtop reserves the right to have any purportedly "defective" Product shipped to a Techtop authorized service shop for inspection. If upon inspection the Product is found to fit any of the conditions that invalidate the warranty, the Customer will pay the full price of any replacement Product supplied to Customer, including shipping costs. Customer may request further inspection of the motor by a second Techtop authorized service shop to confirm or contradict the findings of the first, at Customer's expense.

Products are sold without return privileges except with prior written authorization by Techtop. Customers seeking return authorization must provide the invoice number, shipment date and reason for the request. Except where items were damaged in transit, returns must be in clean factory packaging. All returns must be made by prepaid transportation. The credit for authorized returns will be based on the Sales Order.

**14. Limitation of Liability.** IN NO EVENT WILL TECHTOP OR IT'S DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, CONTINGENT, EXEMPLARY, OR INCIDENTAL DAMAGES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION, DOWN TIME, OR BUSINESS INTERRUPTION), WHETHER CAUSED BY OR RELATED TO ANY DEFECTIVE PRODUCTS OR ARISING FROM THE FOREGOING WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY EVEN IF TECHTOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL EVENTS, TECHTOP'S LIABILITY WHETHER BASED IN STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER WITH RESPECT TO THE PRODUCT WITH RESPECT TO WHICH A CLAIM ARISES OR IS ASSERTED.

**15. Customer Modifications.** Any tampering, alteration or service (including the replacement of parts or addition of parts or components) could render the Product unsafe and/or ineffective. Such activities will void the Product's warranty and/or service maintenance agreement, if any.

**16. Indemnification and Hold Harmless.** Customer will defend, indemnify, reimburse, and hold Techtop and its successors, assigns, affiliates, officers, directors, employees, agents, and servants (the "Indemnified") harmless from any or all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments, and any and all costs and expenses (including, without limitation, reasonable attorney's fees and expenses) of whatever kind and nature imposed on, asserted against, or incurred by any of the Indemnified in any way arising out of or relating to any act or omission of Customer or its officers, directors, employees or agents or Customer's or its officers', directors', employees' or agents' breach of any term or condition of this Agreement.

**17. Security Arrangement.** Techtop hereby reserves a purchase money security interest in the Products sold by Techtop to Customer, and any and all proceeds thereof, in the amount of the aggregate payments due to Techtop. These interests will be satisfied upon payment in full of all Sales Orders between Techtop and Customer, and any and all interest, late fees, freight costs and other charges due pursuant to such Sales Orders. Techtop may file or record these Terms and Conditions or financing statement(s), pursuant to the Uniform Commercial Code, to perfect, continue, release, assign, terminate and/or amend its security interest. Customer authorizes Techtop to file a financing statement signed only by Techtop describing the collateral as the Product provided to Customer pursuant to these Terms and Conditions and/or proceeds thereof. Customer will execute financing statements and other instruments required to protect Techtop's security interest if requested by Techtop. Techtop or its representative may enter upon Customer's premises at any reasonable time upon consent of Customer to inspect the Products until the payments due under a Sales Order or these Terms and Conditions have been paid in full. The Products remain personal property, even if attached to realty or other property, until all amounts due to Techtop have been paid in full. Once payment in full is made, Techtop will release the security interest. If Customer fails to make payment when due, Techtop may exercise any and all rights under the UCC in Georgia.

**18. Jurisdiction and Venue.** For all disputes or controversies that may arise in connection with this Agreement, the parties consent to the sole and exclusive jurisdiction and venue of the Superior Court of Gwinnett County, Georgia, and the United States District Court for the Northern District of Georgia, Atlanta Division.

**19. Force Majeure.** The term "Force Majeure" will be defined as fire or other casualty or accident; act of God; severe weather conditions; strikes or labor disputes; war or other violence; law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency; or any other act or condition whatsoever beyond the reasonable control of the parties hereto. If the performance of a Sales Agreement or these Terms and Conditions by either party or any obligation thereunder or hereunder is prevented, restricted, or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided however, that the party so affected will take all reasonable steps to avoid or remove such causes of nonperformance and will continue performance hereunder with dispatch whenever such causes are removed.

**20. Miscellaneous.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Georgia without application of conflict of laws principles. CUSTOMER HEREBY AGREES TO WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER AGREEMENT OR TRANSACTION BETWEEN THE PARTIES. The waiver or failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further right. No modification, waiver or amendment of this Agreement will be effective unless it is in writing and signed by an authorized signatory of Customer and Techtop. Neither party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other; provided, however, the sale of Techtop or the sale, assignment or other transfer of Techtop's business or assets, will not be deemed an assignment or delegation. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Time is of the essence of this Agreement.