GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble
These general purchasing terms and conditions shall foster the existing business relationship for the long-term mutual benefit of both parties.

Both parties commit themselves not to compete and to assist each other to achieve mutual success with joint projects.

Coming into effect and scope
Effective from 6 August 2014 all purchases and contracts with Hamilton’s suppliers are exclusively subject to the terms of these general purchasing conditions, insofar as not expressly amended by written agreement (e.g. technical supply agreement).

The content of these General Purchasing Terms and Conditions form an integral part of all agreements between the parties, i.e. whenever the supplier accepts an order and therewith refers to the General Purchasing Terms and Conditions. Other purchasing terms and conditions, e.g. delivery conditions of the suppliers, are not recognized even if such delivery conditions are not expressly rejected.

These General Purchasing Terms and Conditions replace all pre-existing General Purchasing Terms and Conditions.

Validity of orders and erroneous orders placed by Hamilton
Assignments, orders and agreements are only binding for Hamilton when issued or concluded in writing by one of Hamilton’s internally authorized agents or employees.

Hamilton may cancel orders placed in error without consequences within 10 days after discovery of the error.

Acceptance
In Order to be valid this purchase order must be acknowledged in writing by return mail or fax. This contract is binding; there is no agreement or understanding other than as stated or referred to in this order.

The terms and conditions of sale in this order govern in event of conflict with any terms of Seller’s proposal and are not subject to change by reason of any written or verbal statements by teller or by any terms stated Seller’s acknowledgement.

Authorization
This purchase order, signed by authorized representative, constitutes a full and complete order of the materials herein specified.

Purchaser will not be responsible for any goods delivered without a purchase order.

Warranty of merchantability
Seller warrants all items covered by this purchase order to be free from defects in workmanship and materials, to confirm strictly to applicable specifications and drawings, and to be fit for the purpose for which purchased.

Seller warrants that products referred to in this order are manufactured and sold in compliance with all relevant federal, state and local laws and pertinent federal agency regulations.

Cancellation
Buyer reserves the right to reject or cancel all or any part of this order if material or shipment is not in accordance with the terms, conditions, policies, delivery, or specifications detailed in this purchase order. Buyer’s reject or cancellation is final and binding without recourse on part of Seller.

Buyers reserve the right to cancel this order without cause at any time to completion by giving written notice of such to the Seller. In this event, Buyer will pay for the acceptance portion of this order delivered prior to such cancellation but shall not be liable for any expenses incurred or work performed after such notice of cancellation. This purchase order and sale transaction shall be interpreted under the laws of the State of Nevada and any suit arising hereunder much be brought in the District Court of Washoe County, Nevada.

Pricing
If price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that Seller’s price will be the lowest prevailing market price. In no event is this order to be filled at higher prices than last previously quoted or charged without Buyer’s consent.

Packaging and shipment
No charge will be allowed for boxing, wrapping, or cartage except as specified in this purchase order. FOB point is as denoted on the purchase order. The purchase order number shall be denoted on the outside of each container, on the packing list, and all of the invoices.

Confidentiality
Drawings, data, design, and all technical information supplied by the Buyer in relation to this purchase order may not be reproduced or disclosed to others by Seller without Buyer’s written consent. All such data shall maintain Buyer’s property and information supplied by the Seller with respect to the design, manufacturer, sale or sue of the items covered by this purchase order shall be held in confidence by the Seller. Seller shall not in any manner advertise or publish the fact the Seller has furnished or contracted to furnish Buyer with the articles pertinent to the purchase order. No details connected with this purchase order shall be mentioned or disclosed to any third party except noted on the purchase order or as may be required to perform this purchase order.

Seller agrees that any designs, tools, patterns, drawings or equipment paid for or furnished by the Buyer will be used only in the production of articles called for on the purchase order and that upon completion or termination of this order, all such items furnished shall be returned to Buyer upon request without penalty.
Indemnification and insurance
Seller shall maintain public liability, property damage, and workman’s compensation insurance to protect Buyer from any risk associated with Seller’s agents, employees or subcontractors connected with the performance of this particular order.

Seller warrants that goods or services supplied by this purchase order do not infringe upon any patent rights of others and Seller in indemnifies and holds Buyer harmless from any damage and costs resulting from any claims or infringements.

Subcontracted services
Seller acknowledges that work performed at Hamilton Storage Technologies will be conducted in full accordance with all provisions and regulations indicated in 29CFR part 1910-Occupational Safety and Health Standards, and with all applicable federal, state, county and municipal regulations and codes.

Liability
The supplier shall be obliged to pay full compensation if the products cause damage to Hamilton, its agencies, or employees. In case of claims against Hamilton connected with the goods delivered by the supplier, especially based on product liability laws, Hamilton may without further ado disclose the supplier. In addition, Hamilton shall be entitled to full compensation and recourse for any and all expenses arising from such a claim against the supplier. The supplier shall provide sufficient insurance coverage.

Place of fulfillment
Place of fulfillment delivery location for all mutual obligations shall be 3 Forge Parkway, Franklin, MA 02038, USA

Acts of God
The contract party shall not be liable for non- or incomplete fulfillment of the contract due to acts of God. The contract party that invokes this acts of God clause shall inform the other party without delay about the occurrence of such act of God and its expected duration; if this party fails to do so, it shall not be entitled to invoke this acts of God clause. Upon demand the supplier shall provide Hamilton with a written confirmation of the circumstances that, in the supplier’s view, qualifies as an act of God.

Miscellaneous provisions
The supplier shall be obligated to inform Hamilton in writing without delay if there are significant changes in its control or ownership compared to the status at the time when the contract was concluded. In case of contract cancellation assemblies and parts ordered by Hamilton shall be delivered during the cancellation period. All written communication shall be directed to Hamilton Storage Technologies Inc., 3 Forge Parkway, Franklin, MA 02038, USA

All legal relationships between Hamilton and the supplier shall be subject to material US law.

For the judicial (legal) settlement of all disputes between the supplier and Hamilton, the courts at the place of Hamilton’s legal domicile shall be exclusively competent. Hamilton may also take legal actions against the supplier at the place of the supplier’s legal domicile.