



As of June 1, 2020,

### **Terms and conditions for Purchase**

This Agreement is made and entered on this date, by and between BAYFLEX SOLUTIONS (principal office located at 2320 Pacific Avenue, Alameda, California) and CLIENT.

Whereas, BAYFLEX SOLUTIONS is a distributor and systems integrator of several integrated solutions for the flexible electronics industries, which may include various mechanical tests and continuous data measurements for the purpose of providing failure analysis; and

Whereas, CLIENT desires to obtain the products and services from BAYFLEX SOLUTIONS with the terms and conditions below and that any purchases will be considered as acknowledgement and acceptance thereof.

BAYFLEX SOLUTIONS will provide written quotes upon request, and are valid for three (3) months. All prices in a quote or offer exclude applicable sales tax or VAT. Any and all additional expenses such as government-imposed tariffs and local broker fees and duties are excluded. BAYFLEX SOLUTIONS reserves the right to request from the CLIENT, a recent extract from the Chamber of Commerce trade register and associated creditworthiness information.

BAYFLEX SOLUTIONS will process your request within two (2) business days of us receiving the confirmation of order. We will deliver to the address specified by CLIENT. We reserve the right to deliver products and services in separate shipments. If CLIENT refuses the product or services after an order is initiated, BAYFLEX SOLUTIONS may charge products ordered or prepared and this includes, any transport, storage, restocking and labour expenses incurred.

BAYFLEX SOLUTIONS will invoice CLIENT upon confirmed delivery for each individual purchase order in the currency invoiced (Euros or Pounds Sterling) and payment by bank transfer is expected within the specified period, usually thirty (30) calendar days. If payment is not made on a timely basis, we will consider that CLIENT is in default and will incur a twelve (12) % interest per annum. BAYFLEX SOLUTIONS can also claim additional damages and restitution costs actually incurred.

BAYFLEX SOLUTIONS considers that the title of ownership of delivered products and services to be transferred to CLIENT only upon full payment, including additional outstanding expenses are have been made.

BAYFLEX SOLUTIONS will extend the factory warranty provided by each manufacturer of product if all products are used for their intended purposes within the European Union and the United Kingdom. BAYFLEX SOLUTIONS distribute certain products from YUASA SYSTEMS which has a twelve (12) month product warranty on hardware and software. If CLIENT uses the all products and services beyond its intended use, including any and all customizations, all warranties will become invalid. If in the unlikely event there is damage to the please notify BAYFLEX SOLUTIONS within fourteen (14) days of receipt. BAYFLEX SOLUTIONS will provide either a repair or replacement of any impaired product or service during the warranty period. BAYFLEX SOLUTIONS is only liable for direct damage and any liability in any event can never be higher than the invoice value of the product or service.

BAYFLEX SOLUTIONS retains all intellectual property on the product and services on its behalf and those of its suppliers.

BAYFLEX SOLUTIONS is based in the United States of America and all offers and contracts are governed by the laws of the state of California, USA. If any provision is unlawful, invalid or unenforceable, this condition will be separated but does not included the validity of all other terms and conditions.