

# Troff, LLC

## GENERAL SALES TERMS & CONDITIONS

**1. GENERAL.** All quotations or contracts furnished by Troff, LLC ("Troff") or its subsidiaries or its authorized agents are conditioned upon Customer's acceptance of the terms and conditions set forth herein (the "Agreement"). This Agreement constitutes the entire agreement of the parties and supersedes all other agreements and undertakings, whether written or oral, between the parties with respect to the subject matter of this Agreement. Troff hereby rejects the inclusion of any different or additional terms proposed by Customer.

**2. CHANGES.** All material changes and those changes quantity, shipping, or delivery date must be mutually agreed upon in writing. Customer is responsible for all reasonable costs and actual damages to Troff related to delays caused by Customer for any reason.

**3. TERMS OF PAYMENT.** Customer's obligation to pay on time is of the essence of these terms, and Customer will pay the invoiced amount without setoff or deduction. Amounts not paid will incur an interest charge of 1.5% per month or the highest allowable by law. In no event is Customer authorized to audit Troff's financial records or processes and documentation related to any intellectual property including trade secrets.

**4. DELIVERY TERMS.** Unless specifically stated otherwise, all deliveries hereunder shall be shipped by Troff from the manufacturing or warehousing facility of its choice FOB Origin with title passing at origin for all domestic shipments and CPT Destination for all international shipments with title passing at destination (per Incoterms® 2010).

**5. ORDER CANCELLATION.** If any order placed by Customer and accepted by Troff is canceled, Customer must pay reasonable cancellation charges which will include non-recoverable costs and commitments incurred by Troff from time of order placement until the date of written notice of cancellation.

**6. VERBAL ORDERS.** Verbal orders are accepted subject to the terms herein. Any discrepancies between Troff's understanding of the verbal order (which is expressed in an order acknowledgment document) and the Customer-issued order confirmation are the responsibility of the Customer and may subject Customer to appropriate order revision charges.

**7. SHIPPING DATES.** Shipping dates quoted represent a reasonable estimate of the time required for manufacturing at the time of order acceptance or quotation. These dates will not be construed as promises or contractual agreements to ship or deliver goods unless specifically agreed to in writing.

**8. LIMITATION OF LIABILITY.** Troff's liability is limited to actual damages in an amount not to exceed the contract price. In no event will Troff be liable for any special, incidental or consequential damages or losses incurred by Customer or any third party for any reason, including but not limited to arising from delays in delivery or Customer's use of the product, regardless of the theory advanced.

**9. EXPORT.** Customer agrees to comply with all applicable export control laws and regulations. Customer will not disclose, export, re-export, or divert any product supplied by Troff or direct products to any country or person to whom such disclosure, export, reexport or diversion is restricted by U.S. law unless Customer has first obtained all necessary and appropriate authorizations from the U.S. government. Customer shall immediately notify Troff if Customer is, or becomes, listed in any Denied Parties List or if Customer's export privileges or ability to engage in U.S. government contracts are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. Customer shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court

costs, arising from any act or omission of Customer, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

**10. FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform any of its obligations under this Agreement if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party, including but not limited to, fires, floods, explosions, accidents, acts of God, declared and undeclared wars or riots, strikes, lockouts or other concerted acts of workmen, acts of government, shortages of materials, inability to obtain export or import licenses, or any provision or requirement of the U.S. Export Administration Regulations or any government act, omission, regulation, license, order or rule.

**11. GOVERNING LAW AND LEGAL FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota except for its provisions regarding conflicts of law. Any court action arising from this Agreement shall be venued in Hennepin County, Minnesota, in either federal or state court, as is appropriate. In any action between the parties to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, costs of investigation, and other related expenses incurred in connection therewith from the non-prevailing party in addition to whatever other relief a court may award.

**12. PROPRIETARY DATA RIGHTS.** Neither party will disclose to any person or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information of the disclosing party or any information disclosed as a result of the parties' discussions, visually or orally, and that should reasonably have been understood by recipient, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the disclosing party (collectively "Confidential Information"). Confidential Information will expressly include any and all information derived from the Confidential Information. The recipient shall treat Confidential Information as confidential and proprietary to the disclosing party and prohibit copying and use such Confidential Information only in connection with fulfilling its obligations under the Agreement. Customer will not use Troff Confidential Information to assist in creating or attempting to create by reverse engineering or otherwise the Product provided or to make a new Product or repair any Product except as necessary to support the use of any Product supplied by Troff. The recipient will return all Confidential Information to the disclosing party upon disclosing party's written request. The parties' obligations will survive the termination, cancellation or final payment of any or all purchase orders. All drawings, data, designs, inventions, trade secrets, copyrights, patents, patent applications, know-how, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Troff in the production of any Product, including any and all derivative works, will be and remain the sole property of Troff (or its licensors, if any) and Troff may use them for any purpose and for any other person or entity, including Troff. Customer will not reverse engineer any Products.

**13. LIMITED WARRANTY.** Unless expressly agreed to by Troff, Troff warrants the product to be free from defects in materials and workmanship for a period of one (1) month from date of retail purchase. Troff shall within the warranty period, at its option either replace free of charge or reimburse to Customer the retail purchase price any product which proves to be defective in workmanship or materials. Consumables and normal wear and tear are not covered under warranty. Troff reserves the right to reject those claims for warranty where it is reasonably determined that failure is caused by Customer- or third party made-modifications, improper maintenance, misuse, misapplication, improper or incomplete qualification, abuse of the product, damage caused by connections, interfacing or use in

unforeseen or unintended environment. These conditions will render warranties null and void.

**14. WARRANTY LIMITATION. THE TROFF LIMITED WARRANTY IN THE AGREEMENT ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES ARE EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.**

**15. WARRANTY RETURNS.** Prior to returning any product to Troff, under warranty Customer must obtain a return authorization from Troff. Shipping charges for returning any product to Troff are the responsibility of Customer. Products returned under warranty and found to be in good working order will be subject to charges for inspection, testing and return shipping costs.

**16. ASSIGNMENT/WAIVER.** Either party may assign its rights and obligations under this Agreement with written consent of the other party, which consent shall not be unreasonably withheld or delayed. Troff may assign this Agreement at its sole option in the event of a sale of substantially all its assets. A waiver of any default hereunder or of any term or condition of this Agreement and order shall not be deemed to be a waiver of any other default or any other term or condition.

**17. SURVIVAL.** The following sections survive termination, cancellation or expiration of this and related agreements: 9, 10, 11, 12, 13, 14, and 15.

**18. SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the deletion of such provision or provisions results in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.