

- 1. General.** The Terms and Conditions of Sale (the “Terms”) outlined in this Contract apply to the sale by L70 Technologies, LLC (“L70”) of products, components, and/or parts (the “Products”). The Terms are an integral part of the quotation prepared and delivered to you (“Buyer”) by L70. The quotation constitutes an offer on the part of L70 to sell the Products as described in the quotation. No contract shall be formed by reason of preparation or delivery of the quotation, unless and until the Buyer accepts the quotation in writing and provides a valid resale certificate or a sales tax certificate of exemption that is acceptable by the destination state for delivery. The acceptance of the quotation and these Terms are referred to as the “Contract”. In the event Buyer’s acceptance conflicts with, varies, or supplements the Terms, L70 rejects such provisions and the Terms shall continue to govern.
- 2. Prices and Shipment.** L70 prices and product design are subject to change at any time without notice. Buyer acknowledges and agrees that the prices charged by L70 under this Contract reflect the overall allocation of risk between the parties and are the essential basis of the bargain. Invoices are payable in U.S. funds only. Prices that are acknowledged on orders are current prices. “Hold for Release” orders will be billed at prices in effect at time of shipment. Custom orders require fifty percent (50%) down at the time of the order and the remaining balance due prior to shipping. All products are shipped FOB Origin (L70’s factory, warehouse, or one of its vendors), unless otherwise agreed to in writing or email by L70. BUYER ACCEPTS ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT AND ALSO ACCEPTS THE TERMS OF L70’S LIMITED WARRANTY AND LIMITATION OF LIABILITY FOR L70 PRODUCTS INCLUDING THE DISCLAIMER OF CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE SET FORTH IN A SEPARATE DOCUMENT WHICH CAN BE ACCESSED BY WRITTEN REQUEST OR ON L70’S WEBSITE: <https://L70Technologies.com>
- 3. Payment Terms.** Subject to L70’s written or email approval of Buyer’s credit, net payments shall be due thirty (30) days from invoice date unless otherwise agreed to in writing or email. If L70 determines, at its sole discretion that Buyer should not be extended credit, L70 may demand payment in full, C.O.D, or guarantee by letter of credit prior to any work or delivery. Past-due invoices are subject to a service charge, calculated on the outstanding balance, at the lesser of (i) the rate of one and one-half percent (1-1/2%) per month (18% per annum) or (ii) the highest rate authorized by applicable law. Upon notice to L70 pursuant to Section 6, disputed items shall not be subject to a service charge, provided that Buyer does not withhold payment of any undisputed items. The service charge is not intended as an alternative to payment when due, and upon late payment, further sales may be declined and Buyer’s account may be referred for collection.
- 4. Taxes and Other Charges.** Any manufacturer’s tax, use tax, sales tax, excise tax, value-added tax, duty, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between L70 and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event the L70 is required to pay any such tax, fee or charge, Buyer shall immediately reimburse L70 upon demand therefore. Federal, state, and local taxes, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to the order, are not included in the sales price. Taxes will be itemized separately to Buyer who will make prompt payment to L70. L70 will accept a valid exemption certificate from Buyer assuming it is recognized by the governmental taxing authority. If such exemption certificate is not recognized, Buyer agrees to promptly reimburse L70 for any taxes. L70 is required to pay and Buyer will indemnify and hold harmless L70 from the payment or imposition of tax or levy on any sold Products, plus penalties, interest, and attorneys’ fees connected with the imposition of such tax or levy.
- 5. Set-offs.** Neither Buyer nor any affiliated company, assignee, or customer has the right to claim compensation or to set-off against any amounts which are payable to L70 under this Contract or otherwise.

- 6. Cancellation and Returns.** Cancellation of an order will be subject to a cancellation and restocking fee depending upon where the job is within L70's production process. There is no fee for a cancellation of an order before the job has been released to production. Any order changes and/or cancellations prior to shipment must be requested in writing or email within twenty-four (24) hours of the order being received by L70 to avoid cancellation and restocking fees. Order cancellations after twenty-four (24) hours and before sixty (60) days are subject to a minimum of a fifty percent (50%) restocking fee. For products that have shipped, no product may be returned after sixty (60) days without L70's written or email approval. No returned product will be accepted until it has been inspected and determined to meet the criteria stated below. L70 will not accept cancellations nor returns for custom-made products for any reason. At the Buyer's written request and cost, products not accepted for return will be shipped back to the Buyer. Requirements for returns:
- a. Returns must be within sixty (60) days of delivery of shipment.
 - b. Product must be returned, shipping prepaid, in original packaging and be in unaltered, like-new condition.
 - c. The return must include all original components.
 - d. Refunds for unaltered, like-new products will be processed in the ordinary course for processing payables and may take up to one month.
 - e. A minimum 50% restocking fee applies to all returned products. In addition to the restocking fee, the customer is responsible for original outbound freight charges.
- 7. Inspection.** Customer must make arrangements to unload all L70 shipments, and all shipments must be carefully inspected by the customer for damage and shortage claims. Issues for any reason must be immediately marked on the carrier's paperwork and also reported to L70 in writing by the customer with 5 days of shipment receipt.
- 8. Risk of Loss.** Title and risk of loss or damage to the Products shall pass to the Buyer FOB Origin (L70's factory or one of its vendors), upon the earlier of L70's delivery to carrier or delivery into storage, regardless of whether the transport medium or storage facilities are owned and/or operated by L70, and regardless of whether L70 charges Buyer for storage.
- 9. Installation.** Buyer shall be solely responsible at its cost for the installation and usage of the products purchased. Although L70 may, in some cases, provide data, manuals, instructions, designs, drawings or specifications to aid Buyer with installation or start-up. L70 ASSUMES NO RESPONSIBILITY FOR PROPER INSTALLATION OR USAGE OF THE PRODUCT WHEN INSTALLED AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH INSTALLATION OR USAGE, WHETHER OR NOT DATA, MANUALS, INSTRUCTIONS, DESIGNS, DRAWINGS, OR SPECIFICATIONS ARE PROVIDED.
- 10. Right to Assurance.** Whenever L70 in good faith has reason to question Buyer's ability or intent to perform, L70 may demand in writing adequate assurance from Buyer of Buyer's ability or intent to perform, and may suspend performance hereunder pending such assurance. In the event that such a demand is made and such assurance is not given within a reasonable time, L70 may treat that failure as anticipatory repudiation hereof and exercise any appropriate remedy therefor.
- 11. Bankruptcy.** If Buyer makes an assignment for the benefit of creditors, or admits in writing its failure or inability to pay its debts as they become the subject of an "order for relief" within the meaning of that phrase in the U.S. Bankruptcy Code, or applies for or consents to the appointment of receiver for any of its property, L70 may terminate any agreement arising out of this offer at any time, effective immediately upon notice. Such termination shall not relieve either party from any obligations accrued hereunder up to the date of notice of termination.
- 12. Waivers.** No waiver by either party of any default by the other in the performance of or compliance with any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release such other party from compliance with any such provision, condition or requirement in the future; nor shall any delay or omission of either party to exercise any right hereunder or otherwise in law in any manner impair the exercise of any such right thereafter.

13. Delivery and Delay in Performance. Delivery dates will be estimated and in no event will dates be construed as falling within the meaning of "time is of the essence". L70 shall not be liable for any damages or penalties as result of any delay in L70 performance when such delay is due to force majeure, weather events, fire, flood, acts of God, strikes or other labor difficulties, armed conflicts, cyberwar, terrorist actions, government actions, delay in transit, delay in delivery by any vendor of L70, faulty forging or castings, or any other cause beyond the reasonable control of L70. In addition, L70 may allocate its available supply of product among its Buyers, itself and its affiliates on such basis as L70 deems fair and reasonable if L70 is unable, for any reason, to supply the quantities of product contemplated hereby. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. Buyer's receipt of Products constitutes a waiver of any claims for delay.

14. Assignment. Buyer shall not assign any of its rights hereunder without the prior written consent of the L70. The terms hereof shall inure to the benefit of and shall bind the successors and permitted assigns of the parties hereto.

15. Severability. If any provision of this contract shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provision hereof, which shall be construed as if such illegal and unenforceable provision(s) had not been inserted herein.

16. Choice of Law and Forum Selection. This Agreement shall be governed by, construed and interpreted according to the substantive law (and not the law of conflicts) of the State of Minnesota in the United States of America, the state in which this Agreement is deemed to have been executed and delivered. Minnesota law shall govern this Agreement in all respects as to its validity, interpretation, construction and enforcement, and all aspects of the relationship between the parties hereto. Any disputes arising under or in connection with this Agreement shall be litigated, if at all, solely in a court of general jurisdiction located in Hennepin County, Minnesota or the federal court located in Hennepin County, Minnesota and jurisdiction is hereby conferred upon such courts. In connection therewith, each party hereby agrees to submit to the jurisdiction of such courts and to waive any possible defense of forum non conveniens and/or lack of personal jurisdiction before such court. THE UNITED NATION'S CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT GOVERN THIS CONTRACT.

17. Entire Agreement. This Contract contains all the agreements, representations, and understandings of the parties and supersedes any previous understandings, commitments, or agreements, oral or written. These Terms may not be modified or amended except in writing signed by a duly authorized person of each party. L70 specifically rejects any terms or conditions that may be contained in Buyer's purchase order, communication, or other record. If Buyer issues a purchase order to L70 related to this Contract, Buyer agrees that no terms or conditions contained in that purchase order will be applicable to this Contract.

18. Additional Notice. All products supplied by L70 are subject to the additional terms of:

- a. Limited Warranty and Limitation of Liability; and
- b. Installation and Maintenance Guide

These documents, in addition to the Terms and Conditions above, will be provided on request by the Buyer or can be accessed at the following website: <https://L70Technologies.com>. As a condition of placing an order for products from L70, Buyer assumes the responsibility for reviewing these documents on the L70 website or requesting copies from L70 at the contact information specified.