



Data you can bet your life on

STANDARD TERMS AND CONDITIONS OF SALE

ALL SALES OF SEER TECHNOLOGY PRODUCTS, BY PURCHASE ORDER OR OTHERWISE, ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONTROLLING PROVISIONS: No terms and conditions of sale other than those set forth herein shall be binding upon SEER Technology Inc. ("Seller") unless expressly acknowledged and accepted by it in writing. All prior proposals, negotiations and representations, if any, are merged herein and all terms and conditions contained in any prior communication, including, without limitation, Buyer's form of purchase order, which differ from the terms and conditions herein are hereby rejected. Buyer will be deemed to have agreed to all terms and conditions contained herein upon the shipment of all or any part of the goods and/or services described in the documentation to which these terms and conditions are appended.

TERMS: Buyer agrees to pay for the products according to the Seller's payment terms. In the event Buyer fails to make any payment to Seller when due, the full and unpaid balance of Buyer's account(s) with Seller shall become immediately due and payable without further notice or demand. All past due amounts are subject to service charges at the rate agreed upon by the parties. Seller expressly retains and Buyer hereby grants to Seller a purchase money security interest in the Seller's products shipped to Buyer until such time as Seller is fully paid. Buyer will cooperate with Seller in such action as may be necessary to preserve and protect Seller's security interest.

REMEDIES OF SELLER: Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) Buyer's failure to timely pay for goods purchased from Seller; (b) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (c) the death, incompetence, dissolution or termination of existence of Buyer; (d) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a demand by Seller, based on Seller's good faith belief that Buyer's prospect of performance under this Agreement is impaired; (e) Buyer's failure perform any other term or condition contained herein. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. Buyer shall reimburse Seller all costs, attorneys fees and other expenses incurred by Seller in the collection of any overdue amounts or other enforcement of Seller's rights hereunder.

SHIPMENTS/DELIVERY: All products are shipped F.O.B., point of shipment. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. Risk of loss shall transfer to the Buyer upon physical tender of goods to Buyer or Buyer's representative or upon surrender of goods to a common carrier for delivery to Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Seller will make a good faith effort to complete delivery of the products as scheduled by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge or other offset for loss or damage due to delivery delays of any sort, including, but not limited to, delays caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

INSPECTION AND ACCEPTANCE: Claims for damage, shortage or errors in shipping must be reported within one (1) day following delivery to Buyer. Buyer shall have thirty (30) days from the date of Buyer's receipt of products to inspect such products and to notify Seller of any defects and nonconformance, other than any relating to damage, shortage or errors in shipping. After thirty (30) days, Buyer shall be deemed to have irrevocably accepted the products, and Buyer's rights shall be governed and subject to the terms of Seller's published standard warranty, which shall thereafter afford to Buyer the sole and exclusive remedy for alleged defects in workmanship or material. Buyer hereby agrees that such thirty (30) day period is a reasonable amount of time for any inspection and revocation. Buyer shall have no right to order any change or modification to any product, packaging or service previously ordered by Buyer or its representatives or to cancel any order without Seller's written consent, which consent may be made conditional upon Buyer's payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller as a result of such changes or cancellation. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made.

RETURNS: Requests for returns of products will be evaluated on an individual basis after Buyer has contacted Seller's authorized representative for prior written permission. Credit memoranda issued for authorized returns shall be subject to the following deductions: (a) transportation charges, if not prepaid; (b) costs of putting returned items in resalable condition; and (c) (except for those stock items returned in new, unaltered condition, with all original parts and in its undamaged original packaging suitable for resale), a 15% handling and restocking charges.

WARRANTY: THE BUYER'S SOLE AND EXCLUSIVE WARRANTY SHALL BE THAT EXPRESSLY PROVIDED BY THE SELLER, UNDER THE TERMS OF ITS PUBLISHED "STANDARD WARRANTY." SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY SELLER. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE BUYER'S

PURCHASE PRICE OF THE DEFECTIVE PRODUCT(S), NET OF ALL TRANSPORTATION AND OTHER DELIVERY COSTS OR CHARGES.

SELLER REPRESENTATIONS AND RECOMMENDATIONS: Buyer acknowledges that Seller does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Seller and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Seller concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

BUYER'S DUTIES AND INDEMNIFICATION: Seller makes no promise or representation that the products or services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. Buyer shall at its own expense apply for and obtain any permits and inspections required for Buyer's purchase, installation and/or use of the products. Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with Buyer's purchase, transportation, installation, use, or repair of the products to the extent caused or claimed to be caused by the negligence or willful misconduct of Buyer or Buyer's agent. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

TAXES: The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

SEVERABILITY: These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof.

The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

INTELLECTUAL PROPERTY RIGHTS: SEER Technology Inc ("Seller") shall retain all patent, copyright, trade secrets, and other intellectual property rights it possesses with regard to any and all design, process, or manufacturing technologies reflected by or incorporated into its products. The design, development or production of special-ordered or branded product (if any) for Buyer hereunder is not intended and shall not be deemed to be a "work made for hire," and nothing herein shall be construed to grant to Buyer any right or license in any patent, copyright, trade secret, mask right, or any other intellectual property right.

CERTIFICATIONS: Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

NON-WAIVER: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing.

GOVERNING LAW: This transaction shall be governed by the laws of California (excluding choice of law provisions), and exclusive jurisdiction for any dispute between the parties shall lie with the Federal or State courts situated in California, to which jurisdiction Buyer hereby submits. All actions against Seller, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller within the applicable statutory period, but (for actions based other than upon Seller's express warranty) not later than ONE (1) YEAR after the date of the invoice for the charges for the products at issue. Seller agrees that service of process and other legal notices in connection with this agreement may be made upon Seller by delivery to the following address or representative: Michael de Diego 8120 Berry Ave., Suite C, Sacramento, CA 95828. Seller shall provide written notice to Buyer within thirty (30) days of any changes to such designation representative or the representative's address.

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification. All transactions shall be governed solely by the terms and conditions contained herein.

SEER Technology, Inc.

Trevor Olch

Secretary of Corporation

6/2/2025

Signature: 

Company: _____

Agent: _____

Title: _____

Date: _____

Signature: _____

SEER Technology, Inc.

Fred Gallander

President/CEO/Chairman

6/2/2025

Signature: 