

## Heco Inc, Heco Gear Terms and Conditions of Sale

1. Any conditions and terms contained in any purchase order or document which was previously delivered by Buyer shall be rendered void and superseded by the terms and conditions set forth herein. The terms and conditions contained herein may be altered or amended only in writing and only if such writing is signed by Heco Inc. ("Seller").
2. As permitted by law, Buyer agrees to indemnify and save Seller harmless from any or all losses, liabilities, claims, actions and suits, including attorney fees and costs, sustained by Seller, or any of Seller's agents, employees or representatives, arising from any breach, or in any way connected to the performance or non-performance, of the Heco Product by Buyer or any of its agents or representatives. Buyer waives any immunity from suit from which it may benefit under the workers compensation laws of any state or to the extent necessary to permit Seller to be fully indemnified and held harmless. Buyer releases Seller of all liability to Buyer's insurance carrier or to anyone claiming under or through Buyer by reason of subrogation or otherwise.
3. Heco has not evaluated the Buyer designed equipment into which Buyer intends to incorporate the Heco Product ("Buyer Product") and therefore assumes no responsibility or liability for the design and operation of such equipment incorporating the Heco Product. Buyer agrees to hold Heco harmless from all claims arising from such Buyer Product.
4. It is the Buyer's responsibility to perform testing of the Buyer Product to determine the performance life of the Heco Product in the Buyer Product.
5. The Buyer agrees to hold Heco harmless for any and all liability arising from personal injury and financial loss incurred in the unsafe operation of any equipment which incorporates the Heco Product.
6. Neither Heco nor any of its agents shall be liable for any consequential, incidental, indirect or special damages, including any lost profits or lost savings arising out of the use or inability to use any Heco Product, or damages for personal injury or property damage resulting directly or indirectly to Buyer or any other person from the possession, ownership, or use of any Heco Products deemed to be defective, even if Heco has been advised of the possibility of such damages.
7. Buyer shall not set off any claims or indebtedness, including without limitation claims arising from defective products purchased from Seller, against any indebtedness of Buyer to Seller, including without limitation amounts set forth in any invoice or purchase order, without the prior written consent of Seller.
8. Buyer shall not cancel or modify any purchase order placed by Buyer with Seller without the prior written consent of Seller, except as follows: Buyer shall give written notice to Seller of such cancellation or modification and Buyer shall pay all expenses incurred by Seller in connection with the cancelled or modified order including, without limitation, finished products, work in process, raw materials, freight charges, design cost, and set up cost. Seller may terminate any purchase order, at any time in its sole discretion, with notice to Buyer.
9. This document constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Invoice that are not fully expressed herein.
10. Any of the terms or conditions of these terms and conditions may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition.
11. If the services of an attorney are required by either party to secure the performance of these terms and conditions or otherwise upon the breach or default of these terms and conditions, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of these terms and conditions or the rights and duties of any person in relation thereto, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of these terms and conditions or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.
12. If any provision of these terms and conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of these terms and conditions which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
13. The rights and obligations of the parties and the interpretation and performance of any transaction between them shall be governed by the law of California, excluding its conflict of laws rules.