



Terms & Conditions/Clarifications Statement

November, 2016 Rev01

Equipment, Materials & Parts supply

This Terms and Conditions/Clarifications statement is for the intended use of DILO Customers and their Affiliates' whom may purchase equipment, materials and/or services from DILO.

DILO: DILO Company Inc., DILO DIRECT

Customer: Any entity which does or is intending to purchase materials, goods and or services from DILO.

The Terms & Condition's/Clarifications found in this document are effective upon receipt of estimate and are a condition of the official order from the customer to DILO. No other terms and/or conditions will be accepted unless specifically agreed to in writing by DILO upon final accepted purchase order/contact.

DILO will provide an Order Acknowledgement (OA) upon acceptance of purchase order. An OA may include additional terms, clarifications and exceptions.

DILO reserves the right to terminate at will and at any time the contract/agreement without liability or upon completion of agreed work scope and supply of equipment and/or materials.

Contract Description of Services and/or supply is outlined in the specific quote document and any other documents included as part of quote.

Payment terms is per the terms set forth on the quote document. Additional terms may apply for late payment or no payment received within the agreed contractual terms.

This document and any related documents including but not limited to quote, drawings and forms transmitted as part of a services, equipment and/or materials quote are confidential and intended solely for the use of the individual or entity to whom they are addressed. Please do not distribute any part of the documents provided by DILO without the expressed and written consent from DILO.

- Quote is firm fixed price based on equipment, materials and/or parts to be supplied.
- Delivery is Ex-Works/FOB Odessa FL/Casa Grande AZ (please refer to estimate for applicable delivery terms). Additional costs for international customs fees, importation fees, broker fees and international packaging & shipping fees may apply.
- A written release for design/engineering, production and/or delivery may be accepted in lieu of final PO to avoid delays or to meet specific deliverables requested.
 - In the event of customer cancellation, customer may be subject to restocking fees, design/engineering fees or deliverable fees as applicable or final quoted costs may also apply.
- Performance by each party shall be pursued with due diligence in all requirements under the Contract; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of due diligence of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot or insurrection, inability to obtain required permits or licenses (other than Supplier's occupational licenses), blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall promptly provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.
- Any disputes resulting in litigation between the parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in the Circuit Court for Pasco County, Florida, the United States District Court for the Middle District of Florida, or such other Florida location or forum all at Purchaser's election. The parties irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction. THE PARTIES TO THE CONTRACT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THE CONTRACT OR THE PERFORMANCE OF WORK BY SUPPLIER HEREUNDER
- No on-site Services are included as part of this quote and may be quoted under separate cover
- Parts and materials not noted above and/or included in contract may be quoted under separate cover.



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- As applicable, customer assumes the responsibility to safely and properly off-load and on-load equipment. Customer is required to provide copies of bill of lading, load sheets, etc. to transport company driver/representative for all return shipments. Damage found must be reported within 24 hours of receipt of order to process claims.
 - Please note weights and dimensions of all equipment shipped. Equipment will be delivered on an open flatbed or enclosed box truck/trailer. A forklift or crane capable of handling the equipment estimated weight & dimensions is required to unload. Alternative shipping methods are possible but will require additional charges
- Lead time for equipment, materials & parts are subject to change. Lead times quoted will be in effect upon date of final Order Acknowledgement and confirmation of lead times for each line item quoted/ordered.
- Payment terms per the terms quoted on the quote document
 - Late payment fees applicable for payments not received within the set payment terms. Accounts not paid within terms are subject to a 2.5% monthly finance charge.
- Customer is responsible to ensure operators are familiar with equipment safety and operating requirements prior to placing equipment, materials &/or parts into service.
- DILO Liabilities are capped to value of order. Standard insurance requirements included (additional fees apply for additional insurance requirements)
- Payment terms per the terms quoted on the quote document
- Please reference the DILO Estimate# on the purchase order
 - For quotes with multiple line items please reference each item on final Purchase Order.
- Warranties. DILO warrants that products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. The warranty for Products shall expire one (1) year from delivery, with the exception of software products which are warranted for 90 days from receipt of product.

If Products or Services do not meet the above warranties, Customer shall promptly notify DILO in writing prior to expiration of the warranty period. DILO shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite DILO's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, DILO shall refund or credit monies paid by Customer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by DILO shall not extend or renew the applicable warranty period. Customer shall obtain DILO's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

Customer shall bear the costs of access for DILO's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Customer's facility), de-installation, decontamination, re-installation and transportation of defective Products to DILO and back to Customer.

Customer may also be liable for travel and living expenses of a technician or representative of DILO to visit Customer facility to investigate warranty claim. These costs must be paid up front prior to executing a warranty claim. DILO may refund such costs at the discretion of management and will be done so only upon completion of warranty claim investigation.

The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Customer keeping accurate and complete records of operation and maintenance during the warranty period and providing DILO access to those records, and (c) modification or repair of Products or Services only as authorized by DILO in writing. Failure to meet any such conditions renders the warranty null and void. DILO is not responsible for normal wear and tear.

This warranty terms and conditions statement provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this section are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.
- Other terms may apply