GENERAL TERMS AND CONDITIONS

DEFINITIONS

"Term" is the length of the agreed upon time period.
"Agreement" refers to this contract.
"Supplier" is Hexatronic Data Center US (HDCUS).
"Client" is the purchaser from Supplier.
"Parties" could refer to either Supplier or Client.

1. GENERAL

These terms and conditions apply to all orders placed with Hexatronic Data Center US (HDCUS), herein referred to as Supplier, by an individual firm, organization, or company (Client).

Any terms and conditions contained within or attached to any document of any kind which are inconsistent with the terms and conditions outlined in this document, or which attempt to add to or modify these terms and conditions in any way shall not be deemed acceptable or legally binding unless expressly and clearly accepted by HDCUS in writing.

Should the Client be unable to provide such written agreement, the Client agrees to waive or withdraw the supplemental or modifying terms and conditions and contract with HDCUS exclusively based on the terms and conditions in this document. Acceptance of purchase orders by HDCUS shall not constitute or be deemed to constitute acceptance of non-standard terms and conditions by HDCUS.

All parties affirm that the contract shall commence, and the Supplier and Client will be bound contractually to fulfill the obligations outlined within these terms and conditions upon the receipt of order confirmation from the Client to HDCUS.

2. ORDER CONFIRMATION

The Client agrees to provide confirmation in the way of purchase order, or other written means, of the acceptance of a quote for goods and/or services by Supplier. All order confirmations shall be sent to support@hexatronicdc.com and correspond with the products and/or services defined in the quote.

The Supplier shall meet performance standards, benchmarks, and quality specified on the quote or as specified to the Client by HDCUS.

Permissible variations: Unless otherwise specified materials have been agreed upon between the parties, variations in the goods as to components, dimensions and the like shall be permissible and shall not constitute cause for Client's rejection of any product variations that fall within the applicable product specifications in effect at the time of manufacture.

3. PRICING

Prices for Products may be adjusted by Supplier, upon notice to Client, at any time after expiration of quotation date and prior to the acceptance of a purchase order.

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4. TAXES

All stated prices are exclusive of any taxes, fees, duties, and levies. Any taxes related to the products and services are the responsibility of Client unless Client presents an exemption certificate acceptable to Supplier and the applicable taxing authorities. Please note that sales tax exemption must be for the state to which the product is being shipped.

If possible, Supplier will bill taxes as a separate item on the invoice presented to Client. If any exemption certificate presented by Client is held to be invalid, then Client will immediately pay Supplier the amount of the tax and any penalties and interest related thereto.

International shipments: Any additional associated fees including but not limited to VAT Taxes, customs fees, etc. will be passed on to the Client.

5. DELIVERY

Ownership: Unless otherwise stated, goods shall be shipped "FOB Shipping Point, Prepay and Add." Risk of loss and clear title to product shall pass to Client upon shipment of product by Supplier. Title to services shall pass to Client as services are performed. Prepay and add is defined as: The Supplier adds shipping and handling to the Client's invoice.

Supplier will deliver or make available the products within a reasonable time after receiving Client's purchase order, subject to their availability. The delivery date provided by Supplier for the products is only an estimate and is based upon prompt receipt of all necessary information from Client. If Client causes Supplier to delay shipment or completion of the products, Supplier will be entitled to any and all extra costs and expenses resulting from the delay. Supplier will not be liable for any delays, loss, or damage in transit, and failure to deliver within the time estimated will not be a material breach of contract on Supplier's part. Supplier will use commercially reasonable efforts to make shipments as scheduled.

6. SHIPPING AND LOGISTICS:

Supplier will select a carrier and utilize standard transit service levels by default. The client is responsible for communicating any expedited requirements and is responsible for any additional fees that are incurred.

If the Client requires a specific carrier, it is the Client's responsibility to inform HDCUS upon ordering.

If a shipment constitutes freight by weight and/or size, Supplier may use a freight broker to manage and deliver via LTL carrier. Standard transit service levels will be utilized by default. The Client is responsible for communicating any expedited requirements which may entail Air Freight at their expense. The Client is responsible for any additional fees that are incurred.

If the products ordered are to be exported from the United States (US), the quoted shipping dates are subject to all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated in writing. Client agrees to provide Supplier in writing with the ultimate destination, end-use and identity of the end-user at the time the order is placed. Supplier reserves the right to choose the freight forwarder, carrier, and/or broker. Client acknowledges and agrees that it shall be responsible for compliance with any chemical registration or importation requirements of any country into which it seeks to import the products. The Client is solely responsible for complying with applicable US export laws. Supplier shall not be the importer of record and is not responsible for compliance with importation requirements of any country to which the products are shipped.

7. INSPECTIONS AND REJECTIONS

Upon receipt of goods, Client shall immediately and thoroughly inspect goods and independently confirm that goods conform to the order.

The quantity of the products, as recorded by Supplier on the dispatch from Supplier's place of business, is conclusive evidence of the quantity received by Client upon delivery, unless Client provides conclusive evidence to the contrary. Supplier will not be liable for any non-delivery of the products to the delivery location, unless Client gives written notice to Supplier of the non-delivery within seven (7) days following the date that Client would, in the ordinary course of business, have received the products. Supplier's liability for any non-delivery of the products will be limited to replacing the products within a reasonable time or adjusting the invoice for the products to reflect the actual quantity delivered.

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8. PAYMENTS

All payment terms set forth are subject to Supplier's discretion and approval of Client's credit. If such approval is withheld, payment will be due in advance of shipment. Unless otherwise set forth in agreement with Supplier, Client will pay all invoiced amounts within thirty (30) days following the date of Supplier's invoice. Invoices are considered to be received on the date of submission, if submitted electronically, or mailed to a billing address provided by the Client. All purchases and related payments will be in US Dollars unless otherwise indicated on the Supplier's quote, order confirmation and invoice.

Unless otherwise stated, Supplier shall submit invoices as products are shipped. Services will be invoiced upon completion, unless the provision of services is over the course of more than three (3) weeks, or more than one (1) trip, in which case partial invoices will be delivered on a percentage of completion basis. Undisputed invoices are due thirty (30) days from receipt of invoice. Invoices are considered to be undisputed unless otherwise communicated to the Supplier in writing within seven (7) calendar days of receipt of invoice. In the event of an invoice dispute any amounts included in the invoice which are not disputed by Client shall be paid in accordance with the terms of this agreement while the amounts that are in question are addressed via the relevant terms of this agreement. Supplier reserves the right to suspend the delivery of any products or services if Client fails to pay any undisputed amounts by the applicable due date.

9. INDEMNIFICATION

Each party agrees to hold harmless and indemnify the other party in full against all costs, expenses, damages, and losses (incurred directly or indirectly) arising from third-party claims alleging negligent performance under this agreement. This includes any interest, fines, legal or other professional fees, and expenses awarded against, incurred, as well as any term or obligation implied by law or any statutory provision that may be in force from time to time.

10. CANCELLATION AND TERMINATION

No Products may be returned without prior written approval of Supplier. Orders placed with and accepted by Supplier may not be canceled except with Supplier's written consent prior to shipment and Client's acceptance of Supplier's cancellation charges, which shall protect Supplier against all costs and losses.

Supplier may terminate these terms with immediate effect upon written notice to Client, if Client: (i) fails to pay any amount when due under these terms; (ii) has not otherwise performed or complied with any of these terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences proceedings relating to bankruptcy.

11. CONTRACT CONFIDENTIALITY

The Parties agree to treat all nonpublic information disclosed by the other party as confidential and protect it accordingly. The receiving party agrees not to share any such information without the prior written consent of the disclosing party except to such extent as is reasonably necessary to satisfy their obligations of the contract. A separate non-disclosure agreement may be executed between the Parties and, if so executed, will take precedence.

12. FORCE MAJEURE

The performance of either Party, required by the agreement, shall be extended by a reasonable period of time if such performance of the respective Party is impeded by an unforeseeable event beyond such Party's control, which could not be reasonably foreseen and prevented, which shall include but not be limited to acts of God, industrial actions, riots, wars, embargo or requisition (acts of government), hereinafter referred to as "Force Majeure."

In case of Force Majeure, the relevant Party shall promptly notify and furnish the other Party in writing with all relevant information thereon. Should an event of Force Majeure continue for a consecutive period of more than three (3) months, Supplier or Client shall have the right to terminate the agreement. In such a case, Client shall pay to Supplier the price of products and/or services delivered up to the date of termination.

13. NOTICES

Any communication required to be given under or in connection with this agreement shall be in writing and delivered to the other via prepaid, first-class post.

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14. WAIVER

The failure by either Party to enforce any provisions of the agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof.

15. THIRD PARTIES

Persons or organizations not a party to this agreement shall have no rights under or in connection with it.

16. VARIATION

Any variation, including any additional terms and conditions, to the agreement will only be binding and enforceable when agreed to in writing and signed by HDCUS.

17. SEVERANCE

Should any provision of this contract, in whole or in part, be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remaining provisions shall stand in full force or effect.

18. STATUTORY REQUIREMENTS

The Client shall comply with all statues, orders, regulations, or bylaws related to the execution and fulfillment of this contract, and agrees to indemnify HDCUS against all losses, claims or liabilities, expenses, proceedings, or otherwise resulting from the Client's noncompliance with the same.

19. GOVERNING LAWS AND JURISDICTION

Acceptance of an order shall be construed, and its terms interpreted in accordance with the laws of the State of Texas. Any action between the parties shall have venue in State of Texas, Dallas County.

20. TERMS AND CONDITIONS

These terms and conditions will apply unless otherwise specified terms and conditions have been established and agreed upon in writing between both parties. Client shall comply with any changes to these terms. Should HDCUS specify such changes and apply different terms and conditions in writing, the alternate established terms and conditions will take precedence.

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