This page contains terms and conditions applicable to the purchase of goods/services. These terms apply to all parties involved in the transaction, including but not limited to SELLER, BUYER, and any third parties acting on behalf of either party. These terms govern the relationship between the parties and ensure the fulfillment and protection of the rights and obligations under this agreement.

1. MATERIAL, PRODUCT OR EQUIPMENT DISPOSAL. If SELLER disposes of any item, that is associated with BUYER's property, and that item is likely to be subject to environmental laws, then the disposal is made in accordance with all applicable environmental laws, regulations, and/or permits.

2. RETURN OF GOODS. BUYER is entitled to return any goods that are not in full compliance with this AGREEMENT. The cost of return, including shipping and handling, is at the expense of BUYER. If the returned goods are found to be defective or non-conforming, SELLER will repair or replace them at SELLER's expense.

3. SERVICES NOT IN COMPLIANCE WITH THIS AGREEMENT. If SELLER’s services are not in full compliance with this AGREEMENT, BUYER is entitled to receive a refund for any services that are not performed as per the terms of this AGREEMENT. The cost of any refund is at the expense of SELLER.

4. DUE DATE FOR PAYMENT. The due date for payment is calculated from the date the acceptable invoice is received at the address provided. If payment is not received on time, SELLER reserves the right to charge interest on the overdue amount.

5. OWNERSHIP OF INTELLECTUAL PROPERTY. SELLER represents and warrants that the goods sold to BUYER are free of intellectual property claims and that the buyer shall acquire a license to use the goods.

6. PUBLIC AND PRIVATE LITIGATION. BUYER agrees to indemnify SELLER against any claims, damages, or expenses arising from any litigation involving the goods sold under this AGREEMENT.

7. TITLE AND LIENS. At the time of delivery, the goods become the property of BUYER. SELLER warrants that the goods are free from any liens, encumbrances, or security interests.

8. EMBARGO. SELLER shall not sell, transfer, or dispose of any goods or services to a country or person listed on any embargoed list.

9. RIGHT OF SELLER TO SUBTRACT. SELLER reserves the right to subtract from the invoice amount any costs or charges for which SELLER is entitled to reimbursement.

10. COMPLIANCE WITH LAWS. SELLER and BUYER agree to comply with all applicable laws, rules, and regulations, and to maintain accurate records of all transactions.

11. PRIVACY POLICY. SELLER shall comply with all applicable data protection and privacy laws, regulations, and guidelines.

12. INDEMNIFICATION. SELLER agrees to indemnify BUYER against any claims, damages, or expenses arising from any litigation involving the goods sold under this AGREEMENT.

13. INSURANCE REQUIREMENTS. SELLER shall maintain insurance coverage as required by this AGREEMENT.

14. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION. SELLER agrees to indemnify BUYER for any loss arising from any infringement of intellectual property rights.

15. ASSIGNMENT. BUYER may assign this AGREEMENT to any third party, provided that the assignee agrees to the terms and conditions of this AGREEMENT.

16. TERMINATION. Either party may terminate this AGREEMENT upon notice to the other party.

17. REVOCABILITY. SELLER agrees to indemnify BUYER for any loss arising from any revocation of intellectual property rights.

18. PUBLICITY. SELLER agrees to indemnify BUYER for any loss arising from any public disclosure of confidential information.

19. GOVERNMENT LAW AND CONSTRUCTION. This AGREEMENT is governed by and interpreted under the laws of the United States of America.

20. SURVIVAL PROVISION. The terms of this AGREEMENT shall survive the termination of this AGREEMENT.

21. INSPECTION AND AUDIT RIGHTS OF THE BUYER. The BUYER is entitled to inspect the goods and services provided hereunder.

22. ACCEPTANCE. SELLER represents and warrants that this AGREEMENT is in full compliance with all applicable laws, regulations, and guidelines.

23. AGREEMENT TO DISPUTE RESOLUTION. Any dispute arising under this AGREEMENT shall be resolved through arbitration.

24. COMPLAINTS AND SERVICE REQUESTS. Any complaints or service requests shall be directed to the appropriate point of contact specified in this AGREEMENT.

Revised: July 11, 2016

Additional Terms & Conditions:

- All terms and conditions are subject to change without notice.
- Any modifications to these terms shall be effective upon receipt by both parties.
- The terms and conditions herein shall be binding on all parties involved in the transaction.

Terms & Conditions apply to all purchase orders, releases or other means of ordering ("AGREEMENT") between SELLER and BUYER. This AGREEMENT is solely between the PARTIES (collectively "PARTIES") relating to goods/services (individually "GOODS" and/or "SERVICES" and collectively "GOODS/SERVICES").

- SELLER represents and warrants that the goods sold to BUYER are free of intellectual property claims and that the buyer shall acquire a license to use the goods.
- SELLER agrees to indemnify BUYER against any claims, damages, or expenses arising from any litigation involving the goods sold under this AGREEMENT.
- SELLER shall maintain insurance coverage as required by this AGREEMENT.
- SELLER agrees to indemnify BUYER for any loss arising from any revocation of intellectual property rights.
- SELLER agrees to indemnify BUYER for any loss arising from any public disclosure of confidential information.
- SELLER agrees to indemnify BUYER for any loss arising from any government action.
- SELLER agrees to indemnify BUYER for any loss arising from any dispute resolution.
- SELLER agrees to indemnify BUYER for any loss arising from any complaint or service request.
- SELLER agrees to indemnify BUYER for any loss arising from any agreement to dispute resolution.
- SELLER agrees to indemnify BUYER for any loss arising from any modification to these terms.

These terms are subject to change without notice.