

OFS Terms of Purchase

CONTRACT: Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Modification or additions will be recognized only if accepted in writing by an officer of Optical Filter Source, LLC (hereinafter referred to as OFS or the Company), or an officially designated representative.

QUOTATIONS: Written quotations by Optical Filter Source, LLC or authorized representatives are valid for thirty (30) days from the date of quotation, unless otherwise specifically noted. Clerical errors are subject to correction.

PAYMENT TERMS: Payment terms are net 30 days from the date of invoice unless specifically changed and agreed to in writing.

TAXES: The buyer is responsible for all taxes associated with the purchase of goods.

DELIVERY TERMS: "All products sold to Buyer shall be sold EX Works (EXW) Company's facility in Round Rock, TX, or any other original point of shipment, and in domestic packing. [Buyer will bear and pay for all taxes of any nature imposed prior to, at the time of, or after delivery to, the carrier at the EXW point.](#)"

INSPECTION AND ACCEPTANCE: This outlines the process for inspecting the goods upon delivery and accepting or rejecting them.

WARRANTIES: This specifies any warranties that the seller provides for the goods.

LIMITATION OF LIABILITY: "IN NO EVENT SHALL OPTICAL FILTER SOURCE, LLC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE GOODS SOLD HEREUNDER (INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF PROFITS AND LOSS OF DATA), WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OPTICAL FILTER SOURCE, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF OPTICAL FILTER SOURCE, LLC FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE GOODS SOLD HEREUNDER SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR SUCH GOODS."

INDEMNIFICATION: Seller shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unacceptable or prohibition of allocation or any other civil, criminal or administrative liability, whether arising under statute, regulation, contractor common law and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses arising from Seller's failure to comply with applicable Flow-down Clauses. Seller shall reimburse Buyer for any loss by or damage to Buyer in the event that Buyer or Buyer's customer makes a determination that, where applicable, Seller failed to furnish Buyer with any certified cost or pricing data or failed to provide the current, accurate and complete version of such data; failed to provide or comply with certifications as required by the Flow-down Clause; or failed to take any such other action required by the Flow-down Clauses.