SELLER. The term “Seller” represents Synovis Micro Companies Alliance, Inc.

ACCEPTANCE. If the Terms and Conditions (“Terms”) of this order acknowledgement differ from the terms of the Buyer’s purchase order or inquiry, this quote or acknowledgement shall be considered as a “COUNTEROFFER” subject to acceptance by the Buyer and shall not be an acceptance of any of Buyer’s terms which conflict herewith. The Terms contained herein are the complete and exclusive statement of the terms of acknowledgement between the parties. The Buyer’s acceptance of the goods or services sold hereunder will manifest the Buyer’s assent to the Terms hereof. Any reference to buyer’s purchase order or inquiry noted herein shall not affect or limit the applicability of the Terms. NO addition to or modification of these Terms will be effective unless made in writing and signed by an authorized representative of Seller.

CREDIT AND PAYMENT. Unless otherwise agreed upon in writing between Seller and Buyer, all invoices are payable in US dollars within net 30 days from the date of invoice without abatement, reduction, set-off, defense, counterclaim or recoupment for any reason, including, without limitation, any past, present, or future claims which Buyer may have against Seller. If Buyer contracts with any third party, Buyer shall notify Seller and Buyer shall be responsible for the invoice and all charges. Buyer shall not be entitled to any claim for the return of goods not delivered in accordance with the Terms. All returns shall be subject to Buyer’s approval in advance of return. All returns shall be reviewed and accepted at Seller’s discretion. Accepted returns shall be credited at Seller’s then prevailing credit limit. Seller shall not be liable for return freight costs. All credit memo’s shall be issued within thirty (30) days of Buyer’s request.

NO THIRD PARTY BENEFICIARIES. The sales of the products pursuant to these Terms are for the benefit of Buyer and Seller only. These Terms do not confer any rights to any party other than as a third party beneficiary or otherwise.

WARRANTY REMEDY. In the event that any goods or services supplied hereunder are claimed by Buyer to not conform to the above limited and exclusive warranty during the applicable limited warranty period and Seller determines the goods or services do not conform to said warranty. Seller shall have the following options, at its sole discretion: (1) provide replacement goods or services to Buyer; (2) make whatever repairs or modifications that Seller deems necessary or desirable to enable the goods or services to meet the descriptions and specifications set forth on the product packaging; or (3) credit Buyer’s account for the price paid by Buyer regarding the goods or services to which such claim relates. No legal proceeding shall be brought for any breach of these Terms more than one (1) year after the accrual of the cause of action therefore. Seller shall have no obligation for any nonconforming Product caused by misuse, mishandling, neglect, accident or abuse by Buyer.

LIMITATION OF LIABILITY. Except as expressly provided otherwise herein, Seller shall not indemnify nor be liable to Buyer, Buyer’s customers, or to any other person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the goods or services supplied hereunder or sale or use thereof, where liability is premised upon any theory including, but not limited to warranty, negligence or strict liability. Except as expressly otherwise provided, Seller’s total, complete and exclusive liability shall be limited as provided herein. Seller shall not be LIABLE FOR PRODUCTION LOSSES, LOST PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR ANY OTHER DAMAGES ARISING OUT OF OR RESULTING FROM THE GOODS OR SERVICES sold hereunder or sale or use thereof, or upon any materials received from the Seller pursuant to this contract. No returns will be accepted after 30 days from date of receipt by Buyer. A 30% restock fee will be incurred by Buyer on all approved returns. No credit will be granted.

ASSIGNABILITY. Any commitments by Seller to provide goods or services are not assignable by Buyer without the prior written consent of the Seller. "ASSIGNABILITY." Subject to the Buyer’s written approval, Buyer may sell, assign or transfer this agreement to any third party. Seller’s consent to such an assignment and the Buyer shall assign such party any of Buyer’s rights hereunder.

APPLICABLE LAW. These Terms shall be construed to have been made in the State of Alabama. All questions arising in connection with the quotation, any order submitted in connection therewith the acknowledgement or counter-offer made in response to any such order, or the sale of the goods or services covered by these Terms, shall be governed by and interpreted according to Alabama law. All action by Buyer against Seller arising out of or relating to the Terms or the products shall be brought in any state or federal court in Birmingham, Alabama and Buyer irrevocable consents to the exclusive jurisdiction of such court and waives any objection that such court is an inconvenient forum.

COMPLETE AGREEMENT. These Terms contain the entire agreement between Buyer and Seller with respect to the subject matter hereof and supersede all prior discussions, agreements and understanding.

NO THIRD PARTY BENEFICIARIES. The sales of the products pursuant to these Terms are for the benefit of Buyer and Seller only. These Terms do not confer any rights to any other party as a third party beneficiary or otherwise.

SEVERABILITY. Should any provision of these Terms be illegal or unenforceable the validity of the remaining provisions of these Terms shall not be affected thereby. If any provision of these Terms is determined to be overbroad as written that provision should be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.