

CNC-PROS  
TERMS AND CONDITIONS

1. **Acceptance.** PURCHASER accepts CNC PROS Terms and Conditions by issuing a purchase order to CNC PROS. PURCHASER's acceptance shall be limited to the terms and conditions of their quotation. No alterations, additions, subtractions, or supplemental terms are acceptable unless and until expressly and mutually agreed on in a writing signed by both parties and notice of objections is hereby given to any proposed changes whether major or minor in character.
2. **Sale.** CNC PROS agrees to sell, and PURCHASER agrees to buy the goods described in their quotation in the quantity, for the price and upon the payment terms set forth in their quotation.
3. **Shipment.** All risk of damage to or loss of the goods at any time after arrival at the F.O.B. point set forth on the cover page hereof is assumed by PURCHASER, and any such damage or loss shall not prompt receipt of all necessary information. CNC PROS shall have no liability for loss or damage (including incidental or consequential damages) resulting from CNC PROS delayed performance or shipment. CNC PROS shall not be responsible if any shipment or delivery hereunder is delayed by reason of any cause whatsoever, whether direct or indirect, beyond CNC PROS's reasonable control, and shipment and delivery may be canceled by CNC PROS at its option without liability hereunder if the cause of delay continues for ninety (90) days or more following estimated delivery date. If CNC PROS, upon removal of such cause or causes of delay, resumes making shipments or delivery, the shipment or delivery shall be extended for a period equal to the time lost by reason of delay.
4. **Inspection and Rejection.** The PURCHASER agrees to inspect the goods on arrival and, in the event of nonconformity of the goods, to exercise its rights of rejection not later than fifteen (15) days after receipt of the goods. In addition to such other duties as the law may impose on rejection PURCHASER agrees to comply with all reasonable instructions for CNC PROS.
5. **Taxes.** All prices are exclusive of federal, state, local and other excise, sales, use, property, and transportation, occupational and other taxes relating to the sale now or hereafter imposed, together with penalties and expenses, all of which shall be paid by PURCHASER. The PURCHASER shall be responsible for collecting and/or paying all such taxes whether they are stated in any invoice for goods shipped and shall indemnify CNC PROS with respect thereto. CNC PROS, at its option, may at any time separately bill PURCHASER for any taxes not included in CNC PROS's invoice, and PURCHASER shall pay said taxes, or in lieu thereof, shall provide CNC PROS with a tax exception certificate acceptable to the taxing authorities.
6. **Warranty.** THE ONLY WARRANTY APPLICABLE TO THE GOODS SHALL BE THE MANUFACTURER'S STANDARD WARRANTY THAT SHALL BE DEEMED TO BE A WARRANTY FROM THE MANUFACTURER TO THE PURCHASER. CNC PROS DOES NOT MAKE ANY WARRANTY CONCERNING THE GOODS. THE MANUFACTURER'S WARRANTY TO PURCHASER IS IN LIEU OF ALL OTHER WARRANTIES AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE GOODS. THIS WARRANTY IS NOT ASSIGNABLE OR OTHERWISE TRANSFERABLE TO ANY SUBSEQUENT PURCHASER OR USER OF THE PRODUCTS.
7. **Limitation or Liability.** IN NO EVENT SHALL CNC PROS BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. EVEN IF CNC PROS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, OR FOR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. CNC PROS LIABILITY TO PURCHASER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO CNC PROS BY THE PURCHASER HEREUNDER.
8. **Security Interest.** PURCHASER hereby grants to CNC PROS and CNC PROS hereby retains a purchase money security interest in all of the goods sold by CNC PROS and held by PURCHASER hereunder and all replacements therefor, additions thereto, and goods made therefrom (the "Collateral") to the fullest extent provided for under the Uniform Commercial Code. The PURCHASER specifically authorizes the filing by CNC PROS of an initial financing statement; an amendment that adds Collateral or that adds a debtor covering the Collateral. PURCHASER shall keep the Collateral free from any adverse lien, security interest or encumbrance and will not waste or destroy the collateral or any part thereof or use or store the collateral in violation of any statute or ordinance.
9. **Installation and Training.** The goods will be installed by CNC PROS, without additional charge, at PURCHASER's facility identified on Order Acknowledgement provided that PURCHASER shall provide a suitable installation location and all utilities and other services required to allow CNC PROS to assemble and prepare the goods for PURCHASER's use. CNC PROS shall provide PURCHASER with CNC PROS customary training of PURCHASER's personnel. Any other or additional training will be at an agreed upon rate.
10. **Cancellation of Orders.** PURCHASER shall not countermand or cancel order or cause the work or shipment to be delayed, except with the written consent of, and upon terms agreed by CNC PROS. Orders cancelled after the order has been placed will be subject to a cancellation charge up to 30% of the purchase price. This amount varies by builder.
11. **Entire Agreement.** When accepted, this quotation shall constitute the entire, full, and complete agreement between the parties and supersedes all prior understandings, writings, quotations, purchase orders, representations, or communications, oral or written, of either party. This agreement may only be amended by a writing executed by the authorized representatives of both parties.