

# SMARTClean, Standard Terms, Conditions, & Warranty

**Date:** Tuesday, October 3, 2023

## Terms & Conditions

1. **Confidentiality** The information contained in this document is the confidential property of SMARTClean Automation, LLC. ("SMARTClean"). Upon receiving this document, the addressee agrees to use this information solely to evaluate current and future business relationships with SMARTClean. In this regard, the addressee agrees not to disclose the information contained in this document to any third party without the prior express written consent of SMARTClean.
2. **Safety Systems** SMARTClean is not, and does not represent itself to be, an expert in safety systems, equipment or the specific safety aspects of your company and/or workforce. Any safety issues raised by SMARTClean., either written or oral, are only intended to be general safety precautions meant to supplement, not replace, any related Federal, State or Municipal laws, regulations or guidelines pertaining to safety.
  - a. It is the responsibility of the Customer to take such steps as may be necessary to ensure the safety of all personnel in the workplace. SMARTClean believes that the appropriate level of safety for an installation can best be determined by safety professionals most familiar with the particular application or installation and recommends that each customer consult with such professionals in order to provide a workplace that allows for the safe application, use and operation of SMARTClean's robots.
  - b. Equipment not specifically listed in the provided equipment lists are not provided within this quotation.
3. **Training** Formal training is not included in this pricing unless explicitly defined in the deliverables section.
4. **Loss of Production** SMARTClean is not responsible for any loss of production.
5. **Source Code** Source code for compiled programs developed in whole or in part by or on behalf of SMARTClean will not be provided without a signed written agreement, executed by SMARTClean, explicitly stating what code is to be provided. This exception applies to any explicit or implicit statements in customer specifications, purchase orders, or other written and verbal directions. This includes PC software, web applications, robot customizations, and any other compiled software. This exclusion does not apply to PLC ladder logic, Rockwell FactoryTalk, Siemens TIA Portal, Wonderware, and robotic path programs.
6. **Intellectual Property** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively "Intellectual Property") developed in whole or in part by or on behalf of SMARTClean in connection with or relating to anything created or provided by SMARTClean shall be the sole and exclusive property of SMARTClean. This provision supersedes all and replaces any other conflicting provision included in any customer-supplied specifications, purchase orders, and other written and verbal direction. .
7. **Back Charges** SMARTClean has not included any additional funds to cover back charges or penalties from the customer, plant, or others and will not accept any back-charge costs of any kind.

8. **Schedule Delays** SMARTClean cannot be held responsible for schedule delays that are a result of other supplier's delivery availability not under SMARTClean's control. Documented lost time will be added to the end of the schedule.
9. **Spare Parts** SMARTClean has not included any spare parts as a part of our proposal unless explicitly defined.
10. **Project Schedule** Any schedule included in this proposal is based on the purchase order issue date. Any change of purchase order issue date will likely alter the project schedule dates. Final schedule to be determined by the SMARTClean project manager and customer after PO has been received.
11. **Cancellation** Upon cancellation of this order, the Customer shall pay SMARTClean the purchase order price for all services (executed labor) and goods delivered or goods un-returnable, as well as any and all costs incurred by SMARTClean as a result of cancellations to subcontractors related to this order.
12. **Termination** Either party can terminate for cause following written notice to the other party identifying breach of a material obligation and following the breaching party's failure to cure within (30) days, or, if not reasonably curable within (30) days, commence and continue to diligently pursue cure. In the event of cancellation or termination, SMARTClean shall be entitled to payment for work already performed.
13. **Liens** SMARTClean's obligation to keep Customer property free of liens arises to the extent SMARTClean has been paid for work performed.
14. **Validity of Proposal** This proposal is valid for 30 days. We reserve the right to clarify our scope of work and adjust our price at a time to be determined based upon customer clarification of our proposal.
15. **Payment Terms** Unless otherwise specified in this proposal, payment terms are progressive based on completion of work and an agreed upon schedule of values:
  - a. 30% upon issue of PO
  - b. 30% upon material procurement
  - c. 30% upon initiation of installation
  - d. 10% after completion of project and customer Buyoff

*\* All payments net 30 days.*

*\*\* There will be a 4.5% surcharge added to all amounts paid by credit card.*
16. **Force Majeure** SMARTClean shall not be liable for any failure to perform its obligations in connection with any action described in this agreement, if such failure results from any act of God, riot, war, civil or labor unrest, flood, earthquake, or other cause beyond such SMARTClean's reasonable control (including mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or neglect).
17. **Fire Protection and Material Circulation** Fire protection and Material Circulation remain as is any changes are by others if required.
18. **Booth Modification or Air Balancing** Any changes are by others if required.
19. **Shipping and Packaging Terms** All shipping is by others unless explicitly defined in this proposal. SMARTClean has included packaging in the price.
20. **Minority** SMARTClean has not included minority content in our proposal at this time. If required any minority content requirements will be achieved through our contractor installation portion of our scope / price only.

21. **Jurisdiction and Venue** This Agreement shall be governed by and construed according to the laws of the State of Michigan, without giving effect to its choice of law jurisprudence. The Parties agree that all action and all proceedings arising out of or related to this Agreement shall be litigated solely and exclusively in courts sitting within the State of Michigan and that such courts are convenient forums. Each Party submits to the personal jurisdiction of such courts in any such actions and proceedings.

## Warranty

Subject to the exclusions below, SMARTClean warrants the products that SMARTClean provides to the Customer to be free from defect in material and workmanship for a period of one (1) year from the date of delivery. SMARTClean's sole obligation under this LIMITED WARRANTY is to either repair or replace products that in SMARTClean's judgment contain a material defect in materials or workmanship. The decision to repair or replace a product shall be solely made by SMARTClean. Expenses incurred by the Customer or on behalf of the Customer without the prior authorization of SMARTClean shall be the sole and complete responsibility of the Customer. This warranty is NOT transferrable.

This LIMITED WARRANTY shall not extend to products which have been damaged by negligent use, misuse, alteration, accident, or which have not been properly maintained; damaged by a failure to provide a suitable installation or operating environment; damaged by shipment; damaged by impact with other objects; damaged by dropping, falls, spills, or by immersion; or damaged by unauthorized attachments, alterations, modifications, or by foreign objects.

This LIMITED WARRANTY shall not extend to consumables and this Limited Warranty shall not extend to products or parts which are covered by a third-party warranty, such as by way of example and without modification, a warranty provided by an Original Equipment Manufacturer of a product provided to the Customer by SMARTClean.

THERE ARE NO WARRANTIES FOR EITHER GOODS OR SERVICES THAT EXTEND BEYOND THE LIMITED WARRANTY DESCRIPTION SET FORTH ABOVE. SPECIFICALLY, SMARTCLEAN MAKES NO FURTHER WARRANTY OF ANY TYPE AND OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE SERVICES TO BE FURNISHED BY SMARTCLEAN ARE BEING FURNISHED ON AN "AS-IS" AND "WHERE-IS" BASIS ONLY.

IN NO EVENT SHALL SMARTCLEAN BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OF LIABILITY. IN NO EVENT SHALL SMARTCLEAN'S LIABILITY TO THE CUSTOMER EVER EXCEED THE AMOUNT PAID TO INOVSION UNDER THE CONTRACT. This warranty shall be construed in favor of SMARTClean as broadly as possible under the laws of the State of Michigan.