



Sentrol, Inc. Terms of Sale for Purchase Orders addressed to Sentrol, Inc.

1. Introduction:

This Purchase Terms Agreement ("Agreement") is entered into between your company as Buyer, hereinafter referred to as the "Buyer," and Sentrol, Inc. of Plymouth, Massachusetts, hereinafter referred to as the "Seller," collectively referred to as the date of the purchase order corresponding to the accompanying quote.

2. Product or Service:

The Buyer agrees to purchase the following product(s) or service(s) from the Seller:

- Products: as stated in Seller's quotation.
- Service: as stated in Seller's quotation.
- Description: as stated in Seller's quotation.
- Quantity: as stated in Seller's quotation.
- Unit Price: as quoted and updated.

3. Payment Terms:

The Buyer shall make payment to the Seller within thirty (30) days from the date of shipment. Payment shall be made in US dollars via ACH, credit card or to Seller's Lock Box address as communicated to Buyer.

4. Cancellation and Returns:

- 4.1. Cancellation: Once an order is placed, regardless of shipment, it cannot be cancelled without the Seller's written consent.
- 4.2. Returns: Returns will only be accepted if authorized by the Seller. Returned items may be subject to a Return Fee or Restocking Fee, as determined by the Seller.
- 4.3 Restocking fees may be incurred on all cancelled orders regardless of shipment as each order is quoted and built to client specific customizations. Cancellation and re-stocking or return fees will be quoted after cancellation or return is requested in writing.

5. Late Payment:

In case of late payment, the Buyer shall be liable to pay interest on the overdue amount at a rate of 10 % per annum, calculated from the due date until the actual payment date.

6. Ownership and Risk of Loss:

Ownership of the products shall pass to the Buyer upon shipment from the factory or warehouse; the risk of loss or damage shall transfer to Buyer upon shipment.

7. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

8. Entire Agreement:

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, or representations, whether oral or written.

9. Amendments:

Any changes or modifications to this Agreement must be made in writing and signed by both Parties.

10. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

11. Factory Warranty:

All parts ordered are subject to the standard factory warranty provided by the factory, unless otherwise provided in writing.

12. Shipment:

Standard shipment terms are FOB FACTORY, unless a UPS or FED collect account is used, otherwise added insurance for shipment will be based on the value of the parts ordered at the Buyer's expense, if requested.

13. Credit Card Orders:

Credit Card orders are charged at the time of order and will incur a 3% service fee.

14. Both Parties hereby agree to the terms and conditions set forth in this Agreement as of the Effective Date of the Purchase Order submitted to Seller in response to the attached Quotation provided by Sentrol, Inc.

August, 2023