

SONO-TEK CORP. TERMS AND CONDITIONS – USA

Sale of any products and/or services ordered by Buyer is expressly conditional on Buyer's assent to the additional or different terms contained herein (including those in Seller's quotation). Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless specifically assented to in writing by Seller. Any order for, or any statement of intent to purchase products and/or services, shall constitute assent to Seller's terms and conditions.

Payment terms: 100% payment required with order unless alternative payment terms are approved in writing by Sono-Tek.

1. Prices - Prices are stated in U.S. Dollars unless otherwise noted in the written quotation and are firm for the time period stated therein. Seller reserves the right, in its sole discretion, to make appropriate adjustments to the selling price for any additions or modifications to the order, or for any delays in shipment caused by the Buyer.

2. Order Acceptance - All orders are subject to acceptance by Seller.

3. Cancellation - Orders are accepted with the understanding that the Buyer may not postpone or cancel the scheduled delivery except on terms that fully indemnify Seller from any loss.

4. Shipment - The delivery date quoted is approximate and subject to material procurement shipping schedules at the time of acceptance of the order. Delivery is subject to Government regulation, directives, or priority regulation that may apply or be imposed while in the process of manufacture. The fulfillment of accepted orders may vary due to accidents, fires, strikes, and other causes beyond Seller's control.

5. Limited Warranty - Seller warrants its products (including any services furnished hereunder) against defects in material and workmanship for a period of 12 months from the date of shipment, except for conveyor and drive system of Sono-Tek Equipment supplied with a conveyor. Any descriptions or illustrations of products and services contained in Seller's catalogues, price lists, internet site, or other advertising materials are intended merely to present a general description of the products and services and shall not form a part of the Contract.

This 12 month warranty is subject to the following conditions: In the event that a product, or part of a product, proves to be defective, Seller's obligation shall be limited to supplying a repaired or replacement product, or part of a product, at its sole discretion. If a product appears to be defective, Buyer must notify Seller immediately to obtain instructions to rectify the problem. Parts of products may only be returned to Seller after a Return Authorization number has been issued, and must be shipped freight, insurance and packaging pre-paid by Buyer. This paragraph sets forth the exclusive remedies for claims based on a defect in a product, whether the claim is in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise and however instituted. Upon the expiration of the warranty period, all such liability shall terminate and Buyer shall have a reasonable time, within ten (10) days after the warranty period, to give written notice of any defects that appear during the warranty period.

Repairs or replacements necessitated by misuse, abuse, detrimental exposure, accident or improper operation, maintenance or application of a product are not covered by this warranty.

Damage caused by repairs or alterations to a product not authorized by Seller in writing is not covered by this warranty.

Installation labor is not covered by this warranty.

Items of an expendable nature including, but not limited to, polypropylene and Teflon liquid tubing, liquid tubing fittings and ferrules, air tubing, air tubing fittings, filters and ultrasonic nozzle power cables are not covered by this warranty.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, AND THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

6. Limitations of Liability - The total liability of Seller, on all claims of any kind, whether in contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, arising out of or related to the Contract, its performance or breach, or from use of any products and/or services, shall not exceed the price received by Seller allocable to the part of the particular product and/or services giving rise to the claim. In no event will such liability exceed the price of the product and/or services. All liability shall terminate upon the termination of the warranty period.

In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, shall Seller or its subcontractors or suppliers be liable for loss of profit or revenues, loss of use of the products or any associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect or exemplary damages, or penalties of any description.

If Seller furnishes Buyer with advice or assistance concerning any products, systems or work which is not required pursuant to the Contract or any mutually agreed written specification, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

The provisions of this Article shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising the agreement between Buyer and Seller, except to the extent that such provisions further restrict Seller's liability.

7. Taxes - Buyer agrees to bear all taxes of any kind imposed as a result of the manufacture, sale, lease, shipment, ownership,

possession, or use of the products purchased.

8. Patents - Seller makes no warranty that Buyer will hold the products free of claims of third parties, including claims of alleged patent, trademark or other intellectual property infringement.

9. Confidential Information - All drawings, diagrams, and other materials furnished by Seller and identified as confidential relating to the use and service of the products and/or services furnished hereunder and the information therein, are proprietary to Seller. Such materials have been developed at great expense and may contain Seller's trade secrets. Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the products as part of their duties. All such materials relating to products except information as may be ascertained to be in the public domain or disclosed pursuant to judicial or government action shall be received in confidence, and Buyer shall exercise reasonable care to hold such information in confidence.

10. General - As used in Seller's quotation and these Terms and Conditions, the terms:

"Contract" means only Seller's quotation and these "Terms and Conditions"; and "product(s)" means all equipment, parts, materials, supplies, products, components, software, and other goods, which are described in Seller's quotation referencing and incorporating by reference, these Terms and Conditions, and are available to Seller to supply to Buyer. The Contract contains the entire and only agreement between the Buyer and Seller regarding the sale of products and services and supersedes and cancels all previous negotiations, agreements, commitments, representations and writings in respect thereto, whether written, oral or implied.. Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Seller. The Contract may not be amended, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized representative of each party.

The Contract is non-assignable and the validity, performance and all matters relating to the interpretation and effect of the Contract and any amendment hereto shall be governed by the law of the State of New York, excluding its conflict of law rules which would result in a choice of law for the Contract other than New York law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The invalidity, in whole or part, of any of the articles or paragraphs in the Contract will not affect the remainder of the

Contract.

Buyer shall not take any action whatsoever, in writing or otherwise, that would inhibit, restrict or prevent Seller and its customers from manufacturing, producing, developing, using, licensing, marketing and/or selling products (or otherwise seeking financial gain from any other commercial activity involving Seller's products and associated technology) with the same composition as the products provided hereunder, or similar to, or modifications or derivatives of, such products. Any action taken by Buyer contrary to the preceding sentence shall have no force and effect on Seller and its customers.

Buyer shall not modify, disassemble, decompile, reverse engineer (or in any other manner attempt to decipher or analyze the composition, manufacture or operation of) the product or any component thereof or develop any product or component using or involving any information provided by Seller (including but not limited to information imbedded within a product or component). Buyer will not furnish Seller's product or component to a third party for such analysis, modification, disassembly, decompilation or reverse engineering or product or component development without Seller's written consent. Buyer shall not use any product or component to produce, market, or support its own products, except after purchasing and/or licensing such product or component from the Seller or pursuant to a written agreement with Seller to do so. Seller shall at all times retain all intellectual property rights to its information and products and all improvements and modifications pertaining thereto

. The provisions of the Contract are for the benefit of the parties hereto and not for any other person except as specifically provided herein.

Buyer may terminate an order only upon paying Seller its termination charges determined in accordance with Seller's standard accounting practices upon submission of Seller's invoices therefore. Termination of an order shall not relieve either party of any obligation arising out of work performed prior to termination.

Articles 5 through 10, and any remaining payment obligations of Buyer, shall survive termination of the Contract