

Standard Exemptions

1. The information contained in this document is the confidential property of Inovision Inc. Upon receiving this document, the addressee agrees to use this information solely to evaluate current and future business relationships with Inovision Inc. In this regard, the addressee agrees not to disclose the information contained in this document to any third party without the express written consent of Inovision Inc...
2. Inovision Inc. 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 Inovision Inc., 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 owner/employer/user to take such steps as may be necessary to ensure the safety of all personnel in the workplace. Inovision Inc. 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 Inovision Inc.' robots.
 - b. Equipment not specifically listed in the provided equipment lists are not provided within this quotation.
3. Training has not been included in this pricing.
4. Inovision is not responsible for any loss of production.
5. **Warranty Conditions** A (12) month warranty on new equipment supplied has been included in our proposal. Warranty date begins on first beneficial production day and ends one year later. The warranty on the new equipment only applies to major parts which are proven to be faulty due to faulty manufacture and does not extend to consumable parts which are subject to normal wear and tear, i.e. seals, packing, tips, bell cups, filters, etc. The warranty start date will be when our customer first uses the equipment.
6. **Back Charges** Inovision has not included any additional funds to cover back charges or penalties from customer, plant, or others and will not accept any back-charger costs of any type.
7. **Schedule Delays** Inovision cannot be held responsible for schedule delays that are a result of other supplier's delivery availability not under Inovision's control. Documented lost time will be added to the end of the schedule.
8. **Spare Parts** Inovision has not included any spare parts as a part of our proposal.
9. **Project Schedule** Schedule provided is based on the PO issue date. Any change of PO issue date will change project schedule dates. Final schedule to be determined by Inovision PM and customer after PO has been received.

10. **Cancellation** Upon cancellation of this order, the client shall pay Inovision 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 Inovision as a result of cancellations to subcontractors related to this order.
11. **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, Inovision shall be entitled to payment for work already performed.
3. **Liens** Inovision's obligation to keep Customer property free of liens arises to the extent Inovision has been paid for work performed.
4. **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.
5. **Payment Terms** 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
 - i. All payments net 30 days.
6. **Force Majeure** Inovision 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 Inovision's reasonable control (including mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or neglect).
7. **Fire Protection and Material Circulation** Fire protection and Material Circulation remain as is any changes are by others if required.
8. **Booth Modification or Air Balancing** Any changes are by others if required.
9. **Shipping and Packaging Terms** All shipping is by others, Inovision has included packaging in our price.
10. **Minority** Inovision 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.