

TERMS AND CONDITIONS

1. **OFFER, ACCEPTANCE, AND MODIFICATION:** Midwest Optical Systems, Inc. ("MIDOPT") accepts purchase order No. submitted by ("Purchaser"), subject to these terms and conditions. These terms and conditions, along with the terms set forth on purchase order No., including the price, delivery terms, payment terms, and quantity, attached hereto, shall be the complete and exclusive agreement between Midwest Optical Systems and Purchaser (this "Purchase Order") and shall not be modified without prior written consent from MIDOPT.

2. **DELIVERY SCHEDULE:** MIDOPT shall not be liable for the delivery of any quantity other than what is in this Purchase Order. In the event MIDOPT is required to purchase and store goods until such time as Purchaser requests delivery of all or a portion of such goods pursuant to the terms of a blanket purchase order, Purchaser shall have no more than one (1) year from the date of such blanket purchase order to purchase and take delivery of such goods. If MIDOPT is still holding any such goods on the one-year anniversary of such blanket purchase order, then MIDOPT shall be permitted to ship all remaining goods to Purchaser, and payments shall be due from Purchaser for all such goods in accordance with the MIDOPT invoice for such goods.

3. **DELAYS IN DELIVERY:** MIDOPT shall use commercially reasonable efforts to meet the delivery schedule set forth on this Purchase Order. If at any time it appears MIDOPT will not meet the delivery schedule, MIDOPT shall promptly notify Purchaser in writing with the reason for such delay and the estimated duration of such delay, and, if required by Purchaser, ship via air or other fast transportation to avoid or minimize delay to the maximum extent possible, with any added shipping costs borne by Purchaser.

4. **INSPECTION, REJECTION AND RETURN/EXCHANGE OF GOODS:** Goods received by Purchaser from MIDOPT shall be subject to inspection and approval by Purchaser. If any of the goods are found not to conform to any samples or drawings, or to be defective in material or workmanship, or damaged in transit, or otherwise not in conformity with the terms, conditions and specifications of this Purchase Order, Purchaser shall have the right to reject and return all or a portion of such goods, either at the time of delivery or Purchaser may choose to execute a Return Material Authorization (RMA) within 30 days of ship date. (See paragraph 6 for non-refundable products.) If the order is missing items or contains damaged items, a claim must be filed within seven business days of the shipment being received.

All returned or exchanged items to MIDOPT must be in new resalable condition, in their original box and must include packing material. Defective items may be repaired or exchanged at the discretion of MIDOPT for the same model or an equivalent MIDOPT model. RMA numbers are valid for 10 days after issuance from MIDOPT. MIDOPT is not responsible for any consequential or incidental damage resulting from the sale or use of any merchandise bought from MIDOPT. MIDOPT is responsible for the monetary value of the merchandise only. Claims for any missing items in shipment or items damaged in transit, must be reported to MIDOPT within two business days of receipt of the merchandise. Returns beyond 30 days are subject to review and a restocking fee of up to 60% will be applied.

5. **REFUND POLICY:** Refunds for returned items will be processed back to the original payment form used by Purchaser. Credit card payments may take 7-10 business days to be reflected on the statement. Purchaser must ensure all conditions are met. Failure to do so may result in MIDOPT refusing the return or initiating a restocking fee of up to 25%.

6. **NON-REFUNDABLE PRODUCTS:** Purchases of the following MIDOPT products cannot be modified or canceled: custom size filters, filters 67mm in diameter or greater, non-stocked items, custom optics, custom lenses, slip mounts, orders exceeding quantities of 50 pieces and unmounted filters.

7. **SUCCESSORS AND ASSIGNMENT:** Neither party shall assign this Purchase Order (in whole or in part) without the other party's prior written approval, which consent shall not be unreasonably withheld, conditioned or delayed.

8. **WARRANTY:** MIDOPT warrants all components against defects in materials, workmanship and title for 24 months from the date of shipment. The liability of MIDOPT under this warranty is limited solely to replacing, repairing or issuing credit in the amount of the purchase price of such product. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **FILTER PERFORMANCE:** The performance of a MIDOPT filter is based on what happens to light passing through the filter. The apparent color of light reflected off the filter surface is not a reliable way to judge the filter's capabilities. Batch-to-batch differences in the apparent color of the coatings or filter substrates can often be easily seen when looking at two examples of the same filter type. The color of the coating does not indicate a disparity in performance. Standard surface quality for most filters is 40/20 scratch/dig. Filters 62mm and greater have a surface quality tolerance of 60/40 scratch/dig.

10. **COMPLIANCE WITH LAWS:** Each party shall comply with all applicable state, federal and local laws, rules and regulations, and shall furnish certificates of compliance whenever requested by the other party.

11. **NON-DISCLOSURE OF MIDWEST OPTICAL SYSTEMS INFORMATION:** Purchaser acknowledges that all data, designs, specifications and other information supplied to Purchaser by MIDOPT under or in connection with this Purchase Order are confidential trade secrets of MIDOPT that are proprietary to MIDOPT and are supplied to Purchaser solely for the purpose of Purchaser performing its obligations under this Purchase Order. Purchaser shall not use or disclose any data, designs, specifications or other information belonging to or supplied by or on behalf of MIDOPT, whether on a confidential basis or otherwise, except in the performance of this Purchase Order. Upon request by MIDOPT, such data, designs, or other information, and copies, shall be returned to MIDOPT or destroyed. Purchaser shall not, without the prior written consent of MIDOPT, disclose information contained in or disclosed to Purchaser under or in connection with this Purchase Order except as required to perform its obligations under these terms.

12. **INDEMNIFICATION:** MIDOPT shall defend, indemnify and hold Purchaser harmless of, from and against any and all loss, damage, liability and expense, including court costs and reasonable attorneys' fees, arising out of any breach by MIDOPT of the terms and conditions of this Purchase Order. Purchaser shall defend, indemnify and hold MIDOPT harmless of, from and against any and all loss, damage, liability and expense, including court costs and reasonable attorneys' fees, arising out of any breach by Purchaser of the terms and conditions of this Purchase Order. The Indemnifying Party is not obligated to indemnify the Indemnified Party for any claim arising out of the Indemnified Party's negligence or a more culpable act or omission, including recklessness, negligence, gross negligence, or willful misconduct.

13. **PRICE:** The prices to be paid for the goods ordered or services to be performed pursuant to this Purchase Order shall be as set forth on the face of this document, unless otherwise indicated or agreed to in writing and signed by Purchaser. If current MIDOPT prices are higher than stated on the face of this Purchase Order, this Purchase Order may not be accepted by MIDOPT and any change in price must be approved in writing and signed by Purchaser before release for shipment or, if this is a special order, before commencing manufacture or, in the case of services, before the performance of any of the services.

14. SALES, USE AND FEDERAL EXCISE TAXES: The Purchaser shall solely bear the responsibility for any U.S. excise taxes, state or local sales, or use taxes imposed on the goods to be supplied.

15. LABOR DISPUTES: Whenever any actual or potential labor disputes delay or threaten to delay the timely performance of this Purchase Order by MIDOPT, MIDOPT shall immediately give notice to the Purchaser.

16. FORCE MAJEURE: MIDOPT reserves the right to suspend shipment of the goods ordered or performance of the services requested under this Purchase Order or terminate this Purchase Order in the event of a strike against MIDOPT or MIDOPT customers, suppliers, labor disputes, accident, storm, fire, war, riot, embargo, government regulation or restriction, or other contingencies that are beyond the control of Purchaser. MIDOPT may terminate this Purchase Order if such event continues for more than thirty (30) days. If MIDOPT terminates this Purchase Order under this section 16, Purchaser shall have no liability to MIDOPT except for payment for goods delivered and accepted or services performed and accepted by Purchaser prior to the termination.

17. MISCELLANEOUS: The section headings contained herein are not part of this Purchase Order but are included solely for the convenience of the parties. The provisions of this Purchase Order are severable, and if any provision is held to be unenforceable, the remaining provisions will continue in full force and effect. Failure of Purchaser at any time to require MIDOPT performance of any obligation shall be construed as a waiver of any breach or default under this Purchase Order. MIDOPT shall be permitted recovery of any cost or expenses (including reasonable attorneys' fee) incurred by MIDOPT in (i) the collection of any monies owing or (ii) the enforcement of any term or provision under this Purchase Order, which amounts Purchaser hereby agrees to pay in full upon demand.

18. CHOICE OF LAW: This Purchase Order shall be construed and enforced pursuant to the laws and decisions of the State of Illinois, as such laws and decisions relate to agreements entered onto and to be fully performed therein.

19. JURISDICTION: Venue over any dispute arising under or in connection with this Purchase Order shall reside exclusively in the state and federal courts located in the State of Illinois, and Purchaser and MIDOPT consent to the personal jurisdiction of such courts. The parties each waive any objection based on *forum non conveniens* and waive any objection to venue of any action instituted hereunder.

20. RELATIONSHIP: MIDOPT and Purchaser shall perform under this Purchase Order as independent contractors. This Purchase Order shall not be construed to create a partnership, joint venture, employment, or any other relationship between MIDOPT and Purchaser. Neither party shall have any authority to enter into any agreement on the other's behalf or otherwise bind the other to any agreement or obligation.

21. INTELLECTUAL PROPERTY: Neither party transfers to the other any patent, trademark, trade secret, copyright, or other intellectual property ("IP") rights owned by such party. The terms of use for advertising and reselling MIDOPT products are strictly defined to protect proprietary MIDOPT information. MIDOPT holds copyrights, trademarks, and other exclusive rights on a wide range of materials, including but not limited to text, software, photos, drawings, videos, graphics, sound elements, as well as all forms of technical data encompassing the entirety of MIDOPT website content. These contents are collectively protected under the United States copyright laws. We expressly prohibit all visitors or users from publishing and/or distributing any part or whole of such material, or incorporating it into other works across any medium or technology platform, either existing now or developed in the future. Any usage without prior explicit written consent from MIDOPT ownership is strictly forbidden. Moreover, even when authorization is granted, its scope is stringently confined to a particular use and/or circumstance only.



22. INTERNET MINIMUM ADVERTISED PRICE (IMAP) POLICY: Purchaser shall not promote, market, advertise, offer to sell or sell any MIDOPT product on or through any online marketplace or auction service, including but not limited to, eBay, Amazon, Walmart, or like website, except as may be approved and expressly consented to by MIDOPT in writing in advance, and it being understood that MIDOPT may withdraw its consent at any time. Approved sellers must follow the MIDOPT IMAP Policy.

23. ENTIRE AGREEMENT, MODIFICATION, AND SEVERABILITY. This Purchase Order sets forth the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all other oral and/or written agreements and understandings, express or implied. This agreement may be amended from time to time by MidOpt via its website. No modification to the Purchase Order, nor any waiver of any rights, shall be effective unless assented to in writing by both parties, and the waiver of any breach or default shall not constitute a waiver of any other right or any subsequent breach or default. If any of the provisions of this Purchase Order are determined to be invalid, illegal, or otherwise unenforceable, such provisions shall be modified only to the extent necessary to make such provisions enforceable, and the remaining provisions are valid, legal and enforceable.

Company
Name: _____

MIDWEST OPTICAL SYSTEMS, INC.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Email for
Notices: _____

Email for Notices: info@midopt.com

