4. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

4.1 Seller warrants that Goods and Services (for simplicity, this and any other warranties, or any other equivalent term, or any single or multiple terms) will be delivered to Buyer in accordance with the Terms and Conditions. Goods or Services that are delivered or rendered to Buyer in accordance with the Terms of Conditions shall be free from defects or other deviations.\n
4.2 Seller shall deliver Goods on the date specified in the Order, or, if no date is specified, within 14 days of the Order date for which time is of the essence.\n
4.3 Delivery of Goods or Services shall be made to the place of delivery specified in the Order, or, if no such delivery address is specified, to the nearest address of Buyer identified by Seller.

4.4 Seller shall be responsible for the proper and safe transportation of Goods to the delivery address specified in the Order, and Buyer shall pay all transportation charges, including shipping, handling, and insurance charges, if any.

5. REMEDIES

5.1 If Seller fails to make timely delivery of Goods or Services, or if Goods are delivered or rendered with defects or other deviations, Buyer shall have the right to choose any available remedy, including but not limited to, the cancellation of the affected Goods or Services, retention of payment, liquidated damages, and/or any other available remedy in accordance with applicable law and/or the provisions of these Terms and Conditions.

5.2 Seller shall be responsible for all costs and expenses incurred in the process of delivering Goods or Services to Buyer, including but not limited to, the costs of packing, handling, and delivery charges.\n
6. TITLE AND RISK IN GOODS

6.1 Title to Goods shall pass upon delivery to Buyer at the shipping point, and risk of loss or damage to Goods shall pass to Buyer upon delivery.

7. PRICE, PAYMENT AND TAX

7.1 The price of Goods shall be as specified in the Order, and payment shall be due upon delivery of Goods to Buyer's delivery address.\n
7.2 Payment for Goods shall be made by Buyer to Seller, and Buyer shall remit payment to Seller within 15 days of the date of delivery.\n
7.3 Buyer may, at its discretion, impose a payment discount for prompt payment, and such discount shall be deducted from the invoice price.\n
8. BUYER PROPERTY, SELLER EQUIPMENT AND SITE

8.1 Seller acknowledges that all materials, equipment, computer programs, systems, facilities, tools, data, software, and other items delivered to Buyer under these Terms and Conditions are the property of Buyer and shall be protected by Buyer's intellectual property rights.\n
8.2 Seller shall not use any Buyer Property, Seller Equipment, or any other property of Buyer in any manner that would infringe upon Buyer's intellectual property rights or otherwise violate Buyer's rights.

9. INTELLIGENT PROPERTY RIGHTS AND INVENTIONS

9.1 Seller acknowledges that all intellectual property rights and inventions created in the course of performing these Terms and Conditions belong to Buyer.

10. INSURANCE

10.1 Seller shall maintain insurance coverage for its own property and its subcontractors to the extent required by law or Buyer's specifications.

11. CONFIDENTIALITY AND TERMINATION

11.1 Confidentiality: Seller acknowledges that all information disclosed to it by Buyer or its employees shall be held in confidence and not be disclosed to any third party without Buyer's prior written consent.

12. TERMINATION AND PAYMENT

12.1 Buyer may terminate the Contract in whole or in part for cause, with or without notice, upon written notice to Seller, and Seller shall be entitled to recover all costs and expenses incurred by Seller in connection with the performance of the Contract.

13. FORCE MAJEURE

13.1 Force Majeure: Seller may terminate the Contract, at its sole discretion, by written notice to Buyer, and in such case, Buyer shall be entitled to recover all costs and expenses incurred by Buyer in connection with the performance of the Contract.

14. MISCELLANEOUS

14.1 Miscellaneous: The provisions of these Terms and Conditions are severable, and if any part of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. DAMAGES

15.1 Damages: Seller acknowledges that it has knowledge of the nature and extent of the damages it may suffer in the event of breach of these Terms and Conditions, and agrees to indemnify Buyer for any and all damages, costs, and expenses incurred by Buyer as a result of such breach.

16. ENTIRE AGREEMENT

16.1 Entire Agreement: These Terms and Conditions constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations or agreements.

17. Governing Law

17.1 Governing Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of (insert state), without giving effect to any choice or conflict of law provisions.

18. Jurisdiction

18.1 Jurisdiction: Any dispute arising out of or in connection with these Terms and Conditions shall be brought exclusively in the courts of (insert court).

19. Notices

19.1 Notices: All notices required or permitted under these Terms and Conditions shall be in writing, addressed to the parties at their respective addresses, and shall be deemed given upon receipt.

20. Amendments

20.1 Amendments: These Terms and Conditions may be amended or modified only in writing, and any such amendment or modification shall be effective only if signed by both parties.
15.6 Seller is an independent contractor. Seller has no authority to bind, control or incur expense in the name of Buyer towards third parties. Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or principal/agent relationship between Buyer and Seller for any purpose and nothing herein shall, so shall not be deemed, to create any ownership or employee or other relationship of any kind between Buyer and any employees or other agents of Seller, performing any services.

15.7 Parties agree that no payment or transfer of anything of value, or promise to do so, shall be made directly or indirectly to any (a) governmental official or employee (including employees of government owned and controlled corporations, agencies or bodies); (b) political party, official or candidate thereof or family member of such person; (c) intermediary for payment to any of the foregoing; or (d) other person or entity, if such payment, transfer or promise to do so would violate the country laws in which it is made or the United States Foreign Corrupt Practices Act. Seller shall have no such connection, representative or agent connected to this Contract without Buyer’s written consent. Seller shall receive Buyer’s written consent before transacting with governmental officials or employees on Buyer’s behalf.

Denial of Condition 15.7 shall allow Buyer to immediately terminate the contract.