

Cobot Team LLC – Terms and Conditions

1. Inspection and Approval

Products delivered must be inspected and deemed acceptable by customer within 5 days of delivery receipt. Visible damage must be noted on the BOL at the point of delivery acceptance.

2. Returns

All returns must be accompanied by authorization issued by Cobot Team. A restocking fee of 25% or more may be charged on products returned. No returns shall be accepted more than 60 days after the delivery date. Returned Products must be in new / unused condition and shipped back in their original packaging.

3. Deliveries

Deliveries may be made in whole or in part, before or after the estimated delivery date without penalty. Unless otherwise specified, all deliveries are F.O.B shipping point. Risk of damage to or loss of, the Product passes to customer once picked up by shipping company.

4. Reservation of Title

Cobot Team reserves the property for itself until the purchase price and all other associated costs and expenses are paid in full by customer.

5. Taxes

All federal, state, or local taxes, including sales, use, or excise taxes are the responsibility of the Customer and shall be in addition to the purchase price, if collected and paid by Cobot Team.

6. Payment Terms

Unless otherwise specified, payment terms are Net 15 days. Customer agrees to pay interest on past-due sums at 1½% per month. All collection invoices will be subject to attorney fees and court costs. Cobot Team at its own discretion may require a down payment or payment.

7. Warranty

Warranty on Products and components purchased by Customer are covered only by the Manufacture's standard or Manufacture's extended warranties offered.

8. Limitation of Liability

Cobot Team shall have no liability for any Products or Services ordered that are unsuitable for Customer's intended use. Cobot Team shall not be responsible for any misuse, or alteration of the Products or Services by Customer or others, or improper installation, or use in violation of instructions of operating procedures furnished by, or available from, Manufacture. Cobot Team's liability for any claims or damages relating to the Products or Services shall be limited to the purchase price of the Products or Services, and in no event shall Cobot Team be liable for any damages, loss, or expenses, or personal injury, directly or indirectly arising from use of the Products or Services.

9. Indemnification

Customer shall indemnify, hold harmless, and defend Cobot Team, and its directors, officers, employees, agents, and affiliates from and against any and all costs, claims, suits, liabilities, damages, and expenses of any kind whatsoever (including, but not limited to, court costs and reasonable attorney's fees), incurred as a result of misuse or alternation of the Products or Services. It is the Customer's responsibility to perform a hazard analysis, and to reduce, eliminate, and mitigate risks, and to comply with all necessary safety regulations and standards, as well as any permitting, licensing, or other requirements related to the installation and use of Products and Services provided.

10. Cancellation

Cobot Team shall have the right to cancel any open portion of Product or Service offered upon breach of these terms and conditions, or failure of Customer to make any payment, or the insolvency or bankruptcy of Customer.

11. Delays

Neither party will be responsible for failure or delay in performance of agreed to Products or Services, if the failure or delay is due to causes beyond the control of the nonperforming party.

12. Validity of Terms.

If any term or provision of these terms and conditions shall be held void, illegal, unenforceable, or in conflict with any law of federal, state, or local government having jurisdiction over this agreement, the validity of the remaining portions or provisions of this agreement shall not be affected thereby.

13. Governing Law

This agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).