



These terms and conditions of sale for product are entered into by and between TZI Australia Pty Limited (TZ) and customer with respect to the sale of the product (at times TZ and customer are singularly referred to as “Party” and collectively as “Parties”).

The Parties, in exchange for good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

## 1. Definitions

“**Accepted Quotation**” means the quotation issued by TZ and signed by an authorized representative of the Customer and returned to TZ accepting TZ’s offer.

“**Business Day**” means Monday-Friday, excepting public holidays.

“**Contract**” means the agreement formed by Customer’s acceptance of TZ’s Quotation, and/or TZ’s acceptance of Customer’s associated Purchase Order, together with these Terms and Conditions for Sale of Product.

“**Delivery**” means delivery of any Product to the Customer or to a carrier arranged by the Customer or TZ (at the request of the Customer and if approved in writing by TZ).

“**Documentation**” means the specification and configuration of the Product as provided to and agreed with the Customer that forms the basis of the Accepted Quotation.

“**Product**” means and includes, without limitation, all electronic and ancillary devices that comprise the hardware elements of TZ’s SMARt System solutions.

“**Quotation**” means a written offer by TZ to the Customer to sell the Product.

“**Taxes**” means any assessment, tax, penalties, levy, charge or duty imposed by any governmental entity or authority (including, without limitation, goods and services tax and customs duty) on or in relation to Product sold to the Customer (excluding taxes based on TZ’s net or gross income or gross receipts).

## 2. Exclusion Of Terms

These Terms and Conditions of Sale for Product (collectively “**Terms**”) are material terms of each quotation from TZ (“**Quotation**”) for the sale of the Product and are incorporated by reference as though fully set forth in the Quotation, together with all associated purchase orders and/or other instrument(s) that may be submitted by Customer to TZ for the purchase of Product (collectively “**Purchase Order**”). These Terms shall strictly govern, to the exclusion of any and all other terms and conditions issued/requested/proposed by Customer, absent the prior written approval of TZ, which approval is subject to the sole discretion of TZ.

## 3. Purchase Order

**3.1** Unless otherwise agreed to in writing by TZ, all Accepted Quotations by Customer and/or Purchase Orders must be issued and signed by an authorized representative of Customer and either mailed, couriered, faxed or emailed to TZ. Any Purchase Order that contains terms other than those as strictly set forth on TZ’s Quotation including the Terms shall be deemed automatically rejected by TZ without further action and/or notice to Customer. An Accepted Quotation or Purchase Order submitted by the Customer in accordance with the foregoing requirements shall be deemed accepted by TZ, absent written notice (email is sufficient) of rejection by TZ to Customer within five (5) business days following receipt by TZ of such Accepted Quotation or Purchase Order.

**3.2** TZ will endeavor to fulfill Accepted Quotations and Purchase Orders for the Product to comply with a Delivery Date, however TZ shall not be liable for any losses and/or damages of any kind and/or nature whatsoever resulting from failing to meet the Delivery Date and/or to notify the Customer that the Delivery Date will not be met.

**3.3** Customer may cancel a Purchase Order, in whole or in part, at any time for any or no reason prior to TZ’s commencement of installation of the System or provision of the Services, by giving written notice of cancellation to TZ. TZ will be entitled to be paid the contracted price for all Goods or Services that were provided to Customer prior to date of cancellation, plus any costs or expenses already incurred by TZ directly arising from the fulfilment of the Purchase Order for Goods or Services not yet provided to Customer at date of cancellation; Customer shall pay TZ these amounts upon being invoiced by TZ in accordance with Section 7 (Payment) of this Agreement.



#### **4. Delivery and Installation**

- 4.1** TZ is responsible for the transportation of the Product to Customer's nominated dock ("**Dock**") and the installation of the Product at the nominated location unless otherwise set forth in the Accepted Quotation.
- 4.2** Customer assumes full risk and responsibility for all loss, damage and destruction of the Product upon unloading of the Product by the carrier at the Dock, absent the Customer refusing the Product and the carrier reloading the Product. Notwithstanding the foregoing, Customer shall not be liable for Transit Damage subject to the terms of Section 8.1 and such Transit Damage is not disputed by the carrier. Customer shall not be liable for loss, damage and/or destruction of the Product that proximately results from the installation of the Product by TZ and/or its authorized agent.
- 4.3** Customer shall conduct acceptance testing of the Product within 24 hours of installation of the Product at the nominated location for purposes of ascertaining that the Product is in accordance with the Documentation. In the event Customer determines that the Product is not in accordance with the Documentation, Customer shall inform TZ in writing (email is sufficient) of the claimed failure and TZ, promptly and without delay, shall investigate the claimed failure and undertake remedial action to cure the claimed failure, if any. TZ, upon correction of the claimed failure, shall notify Customer in writing (email is sufficient) that the Product is ready for acceptance testing. If necessary, this procedure shall be repeated until such time that Customer accepts the Product. Notwithstanding the foregoing, the Product shall be deemed accepted by Customer, absent TZ's receipt of written notification from Customer that the Product is not in accordance with the Documentation no later than ten (10) Business Days following receipt by Customer of written notification (email is sufficient) that the Product is ready for acceptance testing.

#### **5. Quality**

TZ warrants the Product as set forth in TZ's Limited Warranty attached hereto as Exhibit 1 incorporated herein as though fully set forth.

#### **6. Price**

- 6.1.** Prices quoted for the Product includes dock-to-dock shipment, packaging, transit insurance and such other items as may be set forth in the Quotation. Any change in the foregoing are subject to a revised Quotation and prior written approval by TZ.
- 6.2.** All prices quoted for the Product are exclusive of Taxes, unless otherwise agreed to in writing by TZ. Taxes, where applicable, shall be charged to Customer in accordance with current regulations, statutes and laws.
- 6.3.** Customer is liable for the prompt and full payment of all applicable Taxes relating to the Product to the extent that the Taxes are not included in the quoted price for the Product. The Customer shall indemnify, defend and hold TZ harmless from and against all demands, losses, liabilities, causes of action, judgments, assessments, penalties, interest, expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) and costs arising from a breach of this Section 6.3.

#### **7. Payment**

- 7.1** Payment terms are in accordance with the terms set forth on the Accepted Quotation, or as otherwise may be agreed to in writing by TZ, subject to TZ's sole discretion.
- 7.2** Customer shall pay all invoices in full, in AUD Dollars and without discount, set-off and/or deduction in accordance with the terms of TZ's invoice.
- 7.3** If Customer fails to submit payment for Product in full to TZ when due in accordance with TZ's invoice, TZ shall be entitled (without prejudice to any other rights or remedies TZ may have at law and/or at equity) to:
- a) Cancel or suspend any further installation and/or deliveries of Product to Customer (with or without prior notice to Customer) under any and all Accepted Quotations and/or Purchase Orders; and
  - b) Charge the Customer interest on the overdue amount at the rate of one and one-half percent (1.5%) per month on all amounts which are not paid until such amount is paid in full, but in the event such interest rate exceeds the maximum lawful rate under law, the maximum lawful rate shall apply.



## **8. Transit Damage Claims**

- 8.1** Customer shall inspect the Product for damage to the packaging and/or physical damage to the Product immediately upon unloading and prior to the carrier departing the Dock (collectively “**Transit Damage**”). Customer shall notify the carrier prior to the carrier departing the Dock of any and all Transit Damage and shall notify TZ within 24 hours of such Transit Damage (email is sufficient). Without waiver of the terms of Section 8.2, absent such notice, Customer waives any and all claims, losses and damages against TZ with respect to Transit Damage including the right to reject the Product.
- 8.2** The Customer acknowledges and agrees that any and all claims by the Customer for Transit Damage shall be made solely to and asserted against the carrier unless otherwise agreed to by TZ in writing.

## **9. Risk and Title**

- 9.1** Unless otherwise agreed to in writing by TZ, the Product is not at any time after unloading by the carrier at the Dock insured by TZ.
- 9.2** Title to the Product shall pass to the Customer upon collection of full payment for the Product; however, risk of loss, damage and/or destruction of the Product (excepting as set forth in Section 4.2) shall pass to the Customer after unloading by the carrier at the Dock.

## **10. Other Items**

- 10.1** The sale of Product does not confer on the Customer by implication, estoppel and/or otherwise any interest, license and/or rights to TZ’s intellectual property (including, without limitation, inventions, know-how, copyrights, patents, designs, and/or trademark), proprietary information and trade secrets including, without limitation, embodied in the Product. Customer shall conform to all TZ requirements with respect to trademarks and identification marks in respect of the Product.
- 10.2** TZ shall be entitled without further notice to Customer to set off against any monies owing by TZ to Customer, amounts owed by Customer to TZ under any contract or on any other account.

## **11. Miscellaneous**

- 11.1** Each Party, as applicable, acknowledges, represents and agrees that:
- a)** Customer’s submission to TZ of an Accepted Quotation and/or a Purchase Order is not based upon, in whole or in part, any reliance on or as a result of any advice, representation, warranty (excepting the Limited Warranty for the Product attached hereto as Exhibit 1), statement, covenant (excepting that the Product will conform to the Documentation upon completion of the installation), undertaking and/or conduct of any kind by TZ, together with its employees and representatives.
  - b)** Except as set forth in Section 11.1a), Customer’s submission to TZ of an Accepted Quotation and/or a Purchase Order is solely based upon its own due diligence (which is complete and adequate) with respect to the Quotation and Purchase Order and the Product prior to submitting the Accepted Quotation or Purchase Order to TZ;
  - c)** The Contract shall be construed in accordance with the substantive laws of the State of New South Wales, Australia (excluding its conflict of laws principles) and shall be deemed to be made and entered into in the State of New South Wales regardless of the place of execution.
  - d)** In the event legal action arises relating to the Contract and/or TZ’s invoice, the prevailing Party shall be awarded reasonable attorney’s fee, litigation expenses (including, without limitation, fees of expert witnesses), and costs from the non-prevailing Party.
  - e)** In the event a court of competent jurisdiction enters a final order (subject to exhaustion of all rights of appeal) that any covenant, condition, term and/or provision set forth in the Contract is invalid and/or unenforceable, in whole or in part, such covenant, condition, term or provision shall be severed and the remaining covenants, conditions, terms or provisions shall continue in full force and effect and shall in no way be affected, prejudiced or disturbed.
  - f)** The failure of either Party to insist upon performance of any term of provision in the Contract and/or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.



The Contract and/or TZ's invoice or part or parts hereof, can be waived only by an instrument in writing specifically referencing the instrument and signed by an authorized representative of the Party against whom enforcement of the purported waiver is sought. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given and none other.

- g) Unless otherwise expressly provided in the Contract no right or remedy of a Party expressed therein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy, at law and in equity, of that Party.
- h) Nothing contained in the Contract shall be deemed or construed to create an employer/employee relationship, a partnership, joint venture, agency, or other relationship other than as specifically stated herein. Except when otherwise expressly authorized in writing or directed in writing, neither Party has the authority to act for or on behalf of the other Party.
- i) Except as set forth in TZ's limited warranty, to the maximum extent permitted by law or regulation and/or otherwise, TZ disclaims and disavows any and all conditions, whether expressed or implied, statutory or by law or by regulation or otherwise including, but not limited to, any (if any), warranties, duties, guarantees and conditions related to the implied warranties of merchantability and fitness for a particular purpose and non-infringement for the Product.
- j) The maximum liability of customer in the aggregate for direct damages to TZ, together with its vendors and suppliers and the maximum liability of TZ to customer for direct damages relating to the contract and/or relating to the product whether sounding in contract and/or in tort, strict liability and/or under any other theory at law and/or at equity shall not exceed twice the amount of the purchase price set forth in an accepted quotation or an accepted purchase order which gives rise to the claim ("**liquidated damages for direct damages**"). TZ and Customer agree that the amount of liquidated damages for direct damages is just compensation based upon, at this time, a reasonable forecast of the loss or harm or damages that each party may sustain and the damages that may result are impossible or very difficult to estimate accurately. TZ and customer acknowledge and agree that each party accepts the terms of this provision freely and without compulsion and/or duress for the terms are commercially reasonable. Notwithstanding the foregoing, the foregoing does not in a manner limit TZ's right to collect the full amount due under any and all contracts for Product.
- k) TZ shall not be liable to customer and customer shall not be liable to TZ, together with its vendors and suppliers for indirect, consequential, incidental, punitive and/or special damages (collectively, "**consequential damages**") relating to the contract and/or relating to the product whether sounding in contract and/or in tort, strict liability and/or under any other theory at law and/or at equity including, but not limited to, the use or inability to use the product and any accessories, resulting from and/or arising from any breach of this contract, together with any breach of any duty and/or condition under any theory of law and/or equity whatsoever including, but not limited to, loss of use, loss of revenue, loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of damage to or corruption of data; or any damages whatsoever howsoever caused (collectively, "**waiver of consequential damages**"). In the event the waiver of consequential damages is held by a court of competent jurisdiction by a final order, subject to exhaustion of all rights of appeal, to be unenforceable, the maximum amount of consequential damages in the aggregate shall not exceed twice the amount of the purchase price set forth in an accepted quotation or an accepted purchase order which gives rise to the claim ("**liquidated damages for consequential damages**"). TZ and customer agree that the amount of liquidated damages for consequential damages is just compensation based upon, at this time, a reasonable forecast of the loss or harm or damages that each party may sustain and the consequential damages that may result are impossible or very difficult to estimate accurately. TZ and customer acknowledge and agree that each party accepts the terms of this provision freely and without compulsion and/or duress for the terms are commercially reasonable.
- l) TZ and Customer acknowledge and agree that the foregoing limitation and exclusion of damages, sections 11.1j) and 11.1k) applies even if
  - i) the limitation results in a party not receiving full compensation for all losses it may sustain; and/or



- ii) either party knew or should have known about the possibility of damages.
- m) Section 11.1k) may not apply to customer for some states and countries do not permit the exclusion and/or limitation of special, incidental, lost profits indirect and consequential damages.
- n) Sections 11.1j) and 11.1k), shall not apply to any statutory liability that may not be waived and/or limited under applicable law, and damages proximately resulting from the intentional and/or willful acts and/or omissions of TZ and/or customer.
- o) Subject to the terms of Sections 11.1j) and 11.1k) and to the extent not in violation of applicable law and excepting arising from the willful conduct (acts and/or omissions) and/or gross negligence (acts and/or omissions) of TZ, its employees, agents and/or contractors, Customer shall defend, indemnify and hold TZ harmless from and against any and all claims, demands, damages, liabilities, losses, penalties, assessments, causes of action and judgments, together with reasonable attorney's fees, litigation expenses (including, but not limited to, professional fees) and costs (collectively, "**Claim**") that TZ suffers or incurs arising from or related to:
  - i) A threatened breach or breach of the Contract by Customer including, but not limited to, Customer's warranties and representations;
  - ii) Property damage and/or loss to the extent resulting from the act and/or omission of Customer, its employees, agents and/or contractors relating to the subject matter of the Contract including, without limitation, the Product; and
  - iii) Personal injury, bodily injury and/or death based upon, arising from and/or alleging: (a) an act and/or omission of Customer, its employees, agents and/or contractors; (b) a defect of the Product whether based upon tort, strict liability and/or any other theory; (c) a failure to maintain the Product; and/or (d) failure to provide adequate instructions and/or warnings with respect to the use of the of the Product.
  - iv) That notwithstanding the terms of Sections 11.1o) (ii) and (iii), Customer shall not defend, indemnify and hold TZ harmless from and against:
    - a) A Claim alleging a defect of the Product which defect existed on the date that Customer accepted the Product installed, subject to the condition that such defect is not related to any customization of the Product undertaken by TZ at Customer's request and that no act and/or omission of Customer, together with its employees, agents and/or contractors contributed to the existence of the alleged defect; and/or
    - b) A Claim alleging a failure to adequately maintain the Product, subject to the conditions precedent:
      - i) that the Parties entered into a written maintenance service agreement ("**MSA**") for the Product;
      - ii) that Customer, its employees, agents and/or contractors did not undertake any maintenance and/or repair to the Product that was not authorized in writing by TZ;
      - iii) that if such maintenance and/or repair to the Product was authorized in writing by TZ and was undertaken strictly in compliance with TZ's written directives;
      - iv) that the Claim proximately results from specific maintenance services that TZ agreed to perform or failed to perform under the MSA, if at all; and
      - v) that on the date of the occurrence that forms that basis for the Claim the MSA entered into by the Parties if at all, had not expired and/or was earlier terminated.
- p) Customer at its sole expense shall comply with all export laws pertaining to the sale of the Product.
- q) Subject to and without waiver of the Terms, Customer acknowledges and agrees that any legal action and/or lawsuit relating to an alleged breach or breach of the Contract (excepting the Limited Warranty attached hereto as Exhibit 1) shall be commenced within fourteen (14) months of the date the Customer accepted the Product installed without regard to the date of discovery of the breach or alleged breach by Customer. Any legal action or lawsuit not commenced within the fourteen (14) month time period shall be timed barred without regard to any other limitations period provided by law.



- r) TZ may, following the acceptance of an Accepted Quotation or Purchase Order from the Customer, make changes to the Product including, but not limited to, materials, without prior notice to Customer, subject to the condition that such changes do not materially affect the functionality of the Product. The Contract and TZ's invoice together with all rights and obligations arising there under shall not be assigned by a Party without the prior written approval of the other Party.
- s) The Contract and TZ's invoice shall be binding upon the Parties, together with the Parties' successors and permitted assigns.
- t) The captions and headings used in this Terms are solely for the convenience of the Parties, and shall not be used in the interpretation of the text. The Parties acknowledge and agree that each Party and its counsel have reviewed and revised these Terms and/or had an opportunity to review and/or request revision of these Terms and that the principle of contract construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of these Terms.
- u) Subject to the foregoing, these Terms, the Accepted Quotation (subject to the Accepted Quotation having been accepted by TZ), and a Purchase Order (subject to the Purchase Order having been accepted by TZ) constitutes the entire agreement of the Parties pertaining to the sale of the Product including installation, superseding, without limitation, all prior and/or contemporaneous understandings and/or agreements pertaining to the subject matter and may not be changed and/or modified except by written agreement signed by an authorized representative of the Parties.



## **Exhibit 1**

### **Limited Warranty for the Product**

(TZ Hardware Components and Equipment)

#### **Notice**

The benefits conferred by this limited warranty are in addition to all rights and remedies conveyed by law or regulation to customers in the customer's place of residence or if different in the country of purchase that may not be waived, excluded or limited. This limited warranty may not apply to customer under applicable law or regulation for some countries, states and provinces do not permit, and without limitation, the waiver, exclusion or limitation of direct, special, incidental, consequential or punitive damages or allow limitations on the time period that an expressed and/ or implied warranty or condition may last. Therefore, the waivers, limitations or exclusions described below may not apply to customer. This limited warranty gives customer certain specified legal rights and customer may also have other legal rights that vary by country, state or province. This limited warranty is governed by and construed under the laws of the country in which the product purchase took place.

#### **1. Customer's Acceptance of Limited Warranty**

Customer, without further action of Customer and TZ, accepts all terms and conditions of this Limited Warranty by using the Product.

#### **2. Scope of Limited Warranty.**

TZ warrants the Product (excepting the software that operates the Product) against defects in materials and workmanship under normal use for a period of one (1) year from the date of acceptance of the Product by the Customer in writing ("Warranty Period"). In the event of repair and/or replacement by TZ during the Warranty Period, the term of this Limited Warranty shall be balance of the Warranty Period for the original Product or thirty (30) days from the date of replacement or repair, whichever is greater. This Limited Warranty is non-transferable and is Customer's sole and exclusive remedy.

#### **3. Limited Warranty Exclusions.**

This Limited Warranty does not cover:

- i) Damage arising from the failure to follow TZ's written instructions relating to the Product's use and maintenance;
- ii) Damage caused by intentional acts and/or omissions, negligent acts and/or omissions, accident, abuse, misuse, flood, fire, earthquake or other external causes including, but not limited to, electrical shortages and other problems;
- iii) Damage caused by operating the Product outside the permitted or intended uses as determined by TZ in its sole discretion;
- iv) Damage caused by service (including, but not limited to, upgrades and expansions) performed by anyone other than TZ or TZ's authorized service provider;
- v) Product that has been modified or altered in any manner whatsoever including, without limitation, relating to functionality or capability;
- vi) Damage caused by use of the Product with non-TZ products, accessories and/or software;
- vii) Consumable parts unless such damage to consumable parts is caused by a defect in materials and/or workmanship and
- viii) Ordinary wear and tear.

#### **4. Limited Warranty Remedies Sole and Exclusive.**

Subject to the foregoing limitations, TZ shall, at its sole discretion, replace the non-conforming components with components that are new or the equivalent to new in performance and reliability or repair the defective components at TZ's expense. Customer acknowledges and agrees that Customer's sole and exclusive remedy, subject to TZ's sole discretion, is the repair and/or replacement of components in the Product.



To the maximum extent permitted by law or regulation and/or otherwise, this limited warranty and the limited remedies set forth above are exclusive and in lieu of all other warranties, remedies, duties and conditions, whether oral or written, statutory, express or implied. To the extent permitted by applicable law or regulation and/or otherwise, TZ on behalf of itself, together with its suppliers specifically disclaims and disavows any and all conditions, whether expressed or implied, statutory or by law or by regulation or otherwise including, but not limited to, any (if any), warranties, duties, guarantees and conditions related to the implied warranties of merchantability and fit for a particular purpose and non-infringement for the product and all accompanying accessories. If TZ cannot lawfully disclaim and disavows statutory, including expressed or implied warranties on behalf of itself and/or on behalf of its suppliers under applicable law or regulation or otherwise, then to the extent permitted by law and/or regulation, all such warranty or warranties shall be limited in duration to the duration of the express warranty as provided for in this limited warranty and to repair or replacement of the components of the product as determined by TZ in its sole discretion. No TZ employee, agent or representative is authorized to make any alteration, extension and/or modified of this limitation of liability. TZ disclaims and disavows any representation that it will be able to repair the product, and/or its components under this warranty or make a product and/or component exchange without risk to or loss of and/or corruption of the software program or data.

In order to obtain warranty service, please contact TZ via email at [support@TZ.net](mailto:support@TZ.net) with details of the issue.

#### 5. Waiver of Damages and Liquidated Damages

The maximum liability of customer in the aggregate for direct damages to TZ, together with its vendors and suppliers and the maximum liability of TZ to customer for direct damages relating to the contract and/or relating to the product whether sounding in contract and/or in tort, strict liability and/or under any other theory at law and/or at equity shall not exceed twice the amount of the purchase price set forth in an accepted quotation or an accepted purchase order which gives rise to the claim (“**liquidated damages for direct damages**”). TZ and customer agree that the amount of liquidated damages for direct damages is just compensation based upon, at this time, a reasonable forecast of the loss or harm or damages that each party may sustain and the damages that may result are impossible or very difficult to estimate accurately.

TZ and customer acknowledge and agree that each party accepts the terms of this provision freely and without compulsion and/or duress for the terms are commercially reasonable. Notwithstanding the foregoing, the foregoing does not in any manner limit TZ’s right to collect the full amount due under any and all contracts for product.

TZ shall not be liable to customer and customer shall not be liable to TZ, together with its vendors and suppliers for indirect, consequential, incidental, punitive and/or special damages (collectively, “**consequential damages**”) relating to the contract and/or relating to the product whether sounding in contract and/or in tort, strict liability and/or under any other theory at law and/or at equity including, but not limited to, the use or inability to use the product and any accessories, resulting from and/or arising from any breach of this contract, together with any breach of any duty and/or condition under any theory of law and/or equity whatsoever including, but not limited to, loss of use, loss of revenue, loss of actual or anticipated profit (including loss of profit on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; and/or loss of damage to or corruption of data howsoever caused (collectively, “**waiver of consequential damages**”). Without waiver of the forgoing, in the event the waiver of consequential damages is held by a court of competent jurisdiction by a final order, subject to exhaustion of all rights of appeal, to be unenforceable, the maximum amount of consequential damages in the aggregate shall not exceed twice the amount of the purchase price set forth in an accepted quotation or an accepted purchase order which gives rise to the claim. TZ and customer agree that the amount of liquidated damages for consequential damages is just compensation based upon, at this time, a reasonable forecast of the loss or harm or damages that each party may sustain and the consequential damages that may result are impossible or very difficult to estimate accurately. TZ and customer acknowledge and agree that each party accepts the terms of this provision freely and without compulsion and/or duress for the terms are commercially reasonable.

The foregoing waiver of damages and liquidated damages, if applicable, shall not apply to death or bodily injury claims, any statutory liability that may not be waived and/or limited under applicable law and/or for damages proximately resulting from the gross negligence and/or willful acts and/or omissions of TZ and/or customer.





TZ and customer acknowledge and agree that the foregoing limitation and exclusion of damages set forth in this section 5 applies even if

- i) the limitation results in a party not receiving full compensation for all losses it may sustain; and/or
- ii) either party knew or should have known about the possibility of damages.

This section 5 may not apply to customer for some states and countries do not permit the exclusion and/or limitation of special, incidental, lost profits, indirect, consequential damages and/or other damages.

**6. Statute of limitation**

Without waiver and subject to the terms of this limited warranty, the customer acknowledges and agrees that any action and/or lawsuit relating to an alleged breach or breach of this limited warranty shall be commenced no later than thirty (30) days following the expiration of the warranty period without regard to the date of discovery of the breach or alleged breach. Any action or lawsuit not commenced within the foregoing time period shall be barred without regard to any other limitations period provided by law.

**7. No other warranties**

No TZ supplier, dealer, agent, or employee is authorized to make any modifications, extensions, or additions to this limited warranty whether orally or in writing.