



Terms and Conditions Of Purchase and Sales
Form of Purchase and sales Terms & Conditions

Indemnification

Purchaser will defend, indemnify, and hold harmless Scantech against all claims, losses, liabilities, damages, costs, and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule, or regulation

Limitations of Liability

In no case shall Scantech be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from the Product or inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as when Temporary Replacements are provided per Section 4.06(d)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive, and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from the Product, or test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save Scantech harmless from any such claims made by third parties.

Scantech's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by Scantech for the Product to which such liability relates. In all cases, Scantech's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to Scantech under such Order.

The limitations of liability in this Section apply even if Scantech had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that Scantech has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions and that the same form an essential basis of the bargain between the parties.

Feedback.

Scantech will treat any feedback or suggestions you provide to Scantech ("Feedback") as non-confidential and non-proprietary to you. Thus, in the absence of a written agreement with Scantech to the contrary, you agree that you will not submit to Scantech any information or ideas that you consider to be confidential or proprietary. You understand and acknowledge that Scantech will own and may use the Feedback provided by you to further improve or enhance Scantech Services. Accordingly, you agree to and hereby assign to the Scantech Feedback (including all intellectual property rights contained therein and any modifications or improvements thereof, made by whoever).

Governing Law and Venue.

These Terms of Use are governed by the laws of the People's Republic of China. You irrevocably consent to the exclusive jurisdiction and venue of the courts of the People's Republic of China in all disputes arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby completely excluded from the application of these Terms of Use.

Force Majeure

Scantech shall not be liable for any loss, damage, detention, or delay due directly or indirectly to any cause beyond Scantech's control (a "Force Majeure Event"), including, without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.

Entire Agreement

These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between Scantech and Purchaser in respect to Product subject to such Order. There are no representations or warranties by Scantech, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between Scantech and Purchaser with respect to such Order.

No representative of Scantech has any authority to modify, alter, delete, or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.