

indemnify and hold the Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on the Seller's invoice.

4. Payment

Payment may be made by check, money order, credit card, PayPal, or wire transfer (all fees are borne by the Buyer). A surcharge of 3% for credit card sales and 4% for sales via PayPal will be assessed. On any past due invoice, the Seller may impose interest at the rate of one and a half percent [1.5%] per month. If the Buyer fails to make each payment when it is due, the Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements with the Seller. In the event of default by the Buyer, the Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

5. Delivery and Title

All deliveries will be made "EX WORKS" place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. The Seller's delivery dates are estimates only, and the Seller is not liable for delays in delivery or failure to perform due to causes beyond the reasonable control of the Seller. The carrier shall not be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle the Buyer to cancel other deliveries.

6. Limitation of Liability

The Seller shall not be liable for any direct, indirect, incidental, or consequential damages, including but not limited to delivery delays, loss of profits, penalties in tenders, or claims arising from the Buyer's business activities. The Seller is not responsible for any change in the final destination or for goods being delivered to a location other than that originally agreed.

7. Protection of Industrial Property Rights and Copyright

7.1 The Buyer has no rights to use registered trademarks, business names, corporate logos, or patents of the Seller or other companies whose products are included in the Seller's commercial offering unless explicitly authorized in writing by the Seller.

7.2 The Buyer has no rights to any software products under the Copyright Act and is not entitled to modify, copy, or distribute them to third parties without express written consent from the Seller.

7.3 The Buyer has no right to alter the logo or product

