



Setna iO, LLC
475 Bond St.
Lincolnshire, IL 60069

GENERAL TERMS AND CONDITIONS OF SALE OF GOODS

THESE TERMS AND CONDITIONS MAY BE CHANGED BY SETNA IO AT ANY TIME. IT IS YOUR RESPONSIBILITY AS CUSTOMER TO REVIEW THE TERMS AND CONDITIONS PERIODICALLY FOR AMENDMENTS. ANY AMENDMENTS TO THE TERMS AND CONDITIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE WITHOUT NOTICE TO THE CUSTOMER. THESE TERMS AND CONDITIONS WERE LAST REVISED ON July 31, 2024.

1. Definitions. Certain terms used in these Terms and Conditions are defined below:

- A. "Customer" shall mean the customer of Setna iO identified in the accompanying invoice pertaining to the sale of Goods by Setna iO.
- B. "Goods" shall mean any and all tangible products ordered and/or purchased by Customer from Setna iO from time to time.
- C. "Setna iO" shall mean Setna iO, LLC, an Illinois limited liability company, having its principal place of business at 475 Bond Street, Lincolnshire, IL 60069.
- D. "Setna iO Related Parties" shall mean Setna iO's officers, shareholders, directors, employees and agents.

2. Applicability. These Terms and Conditions are the only terms which govern the sale of Goods by Setna iO to Customer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of Goods covered hereby, the terms and conditions of such contract shall prevail to the extent they are inconsistent with these Terms and Conditions. The accompanying invoice, packing slip, certificate of conformance and these Terms and Conditions comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms and conditions. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms and Conditions. No waiver of any provision of these Terms and Conditions shall be effective against Setna iO unless authorized in a writing signed by an officer of Setna iO. No amendment of these Terms and Conditions shall be effective unless made in a writing signed by an officer of each of Setna iO and Customer. **Any term stated in any purchase order from Customer or any of Customer's general terms and conditions of purchase which is in addition to or different from any term herein shall be deemed rejected by Setna iO unless Setna iO expressly agrees to such term in writing.**

3. Compliance with Law; Export. Customer shall comply with all applicable United States federal, state and local laws and regulations, and all applicable foreign laws and regulations, and shall maintain in effect all licenses, permits and authorizations that it needs to carry out its obligations hereunder. Customer shall comply with all export and import laws of all countries involved in the sale of Goods hereunder or any resale of Goods by Customer. If Goods being purchased and/or ordered hereunder are being purchased and/or ordered for purposes of export, Customer must obtain from the United States federal government certain export documentation before shipping to a foreign country.

4. Title; Risk of Loss. Unless otherwise specified in writing by Setna iO, title to Goods purchased and/or ordered by Customer passes to Customer upon delivery of the Goods to Customer, except that title to Goods shipped via a carrier selected by Customer passes to Customer upon Setna iO's transfer of possession of such Goods to such carrier. Loss or damage that occurs during shipping by a carrier selected by the Customer is the Customer's responsibility.

5. Delivery. Goods will be delivered by the due date stated on the invoice, or, if no such date is stated, within a reasonable time after the receipt of Customer's purchase order. Goods will be shipped to the delivery location stated on the invoice using Setna iO's standard methods for packaging and shipping such Goods. Setna iO may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.

6. **Taxes.** Setna iO's prices do not include sales, use, excise, property or similar taxes arising out of or relating to the sale or use of the Goods (including, but not limited to, taxes upon or measured by the receipts from the sale thereof). Customer shall defend, indemnify and hold Setna iO harmless from and against the imposition and payment of all such taxes, whether or not they are stated in any sales contract or invoice for Goods. Setna iO, at its option, may at any time, separately bill Customer for any taxes not included in any sales contract between Setna iO and Customer and/or any invoice issued to Customer by Setna iO, and Customer shall pay said taxes, or in lieu thereof, shall provide Setna iO with a tax exemption certificate acceptable to the relevant taxing authorities. If any such certificate furnished to Setna iO is held invalid or if the sale is otherwise found to be taxable, Customer agrees to pay promptly all taxes (plus interest and penalties) found due.
7. **LIMITATION OF LIABILITY.** CUSTOMER AGREES THAT SETNA iO'S AND THE SETNA iO RELATED PARTIES' LIABILITY TO CUSTOMER OR ANY THIRD PARTY WHICH DIRECTLY OR INDIRECTLY ARISES FROM OR RELATES TO ANY PURCHASE AND/OR ORDER OF GOODS FROM SETNA iO BY CUSTOMER SHALL BE LIMITED TO THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER TO SETNA iO FOR THE PARTICULAR GOODS AT ISSUE. IN ADDITION, SETNA iO AND ITS RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER OR ANY THIRD PARTY WHICH DIRECTLY OR INDIRECTLY ARISES FROM OR RELATES TO:
- A. ANY LOSS OR DAMAGE TO ANY GOODS OCCURRING AFTER DELIVERY OF SUCH GOODS BY A CARRIER SELECTED BY SETNA iO IN GOOD OR USABLE CONDITION TO CUSTOMER OR CUSTOMER'S AGENT; OR, IF DELIVERY IS MADE VIA A CARRIER SELECTED BY CUSTOMER, ANY LOSS OR DAMAGE TO ANY GOODS OCCURRING AFTER THE TRANSFER OF POSSESSION OF SUCH GOODS BY SETNA iO TO SUCH CARRIER; OR
 - B. USE OR STORAGE OF ANY GOODS; OR
 - C. ANY DELAY IN DELIVERY, OR NON-DELIVERY, OF GOODS, IN WHOLE OR IN PART, CAUSED BY FIRE, FLOOD, ACCIDENT, RIOT, ACT OF GOD, WAR, GOVERNMENTAL INTERFERENCE OR EMBARGOES, STRIKES, LABOR DIFFICULTIES, SHORTAGE OF LABOR, FUEL, POWER, MATERIALS OR SUPPLIES, TRANSPORTATION DELAY, COMPLIANCE WITH FOREIGN OR DOMESTIC GOVERNMENTAL REGULATION OR ORDER (WHETHER OR NOT LATER DEEMED INVALID) OR OTHER CAUSE OR CAUSES (WHETHER OR NOT SIMILAR IN NATURE TO ANY OF SUCH SPECIFIED CAUSES) BEYOND SETNA iO'S CONTROL.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SETNA iO OR THE SETNA iO RELATED PARTIES BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DIRECT OR INDIRECT LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND FRAUD), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR AND FROM THE USE OF ALL GOODS PURCHASED AND/OR ORDERED FROM SETNA iO WHETHER USED ALONE OR IN COMBINATION WITH OTHER GOODS, AND WHETHER USED BY CUSTOMER OR ANY THIRD PARTY.
8. **Payment Terms.** Unless otherwise agreed to in writing by Setna iO, all amounts owed by Customer to Setna iO shall be due in full immediately. Interest will be charged on all unpaid amounts due over 30 days from the date of the particular invoice for such unpaid amounts at the rate of 1.5% per month (18% per year), or the maximum percentage permitted by law, if less. Upon demand from Setna iO, Customer shall immediately reimburse Setna iO for all reasonable costs of collection (including without limitation, reasonable attorneys' fees and costs) – whether incurred before or after litigation – relating to any late payment owed by Customer to Setna iO or any breach of a sales contract or its Terms and Conditions. If Customer fails to fulfill the payment terms or if Setna iO shall have any doubt or concern at any time as to Customer's financial responsibility or ability to make payment for Goods, then Setna iO, in its sole discretion, may decline to make further deliveries of Goods to Customer except upon receipt of cash or satisfactory security for payment. Customer hereby grants to Setna iO a purchase money security interest in all Goods. Customer hereby authorizes Setna iO to file all UCC financing statements, amendments and continuations deemed necessary or appropriate by Setna iO from time to time to perfect and/or evidence any such security interest(s).
9. **Payment Policy.** Unless otherwise agreed to in writing by Setna iO, Setna iO will only accept Customer's company checks (subject to verification) or wire transfer of funds as payment for any and all amounts owed to Setna iO by Customer. To the extent that any payment made to Setna iO is declared to be fraudulent or preferential, set aside, or required for any reason to be repaid or paid over to a custodian, trustee, receiver or any other party under the Bankruptcy Code of the United States, state or federal law, common law or equitable theory or for any reason whatsoever, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied shall be revived and continue in full force and effect as if said payment had not been made.

- 10. Shipping Terms.** Setna iO shall make delivery in accordance with the shipping terms stated on the invoice. Setna iO's shipping and handling charges vary depending on the size, type and other aspects of each order and are subject to change from time to time. The applicable shipping and handling charges will appear as a separate line item on the invoice for each order.
- 11. Warranties and Disclaimer of Warranties -** EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THE CERTIFICATE OF CONFORMANCE OR ANY OTHER WRITTEN CERTIFICATION PROVIDED TO CUSTOMER BY SETNA iO REGARDING THE GOODS, SETNA iO DOES NOT MAKE AND HAS NOT MADE, AND CUSTOMER ACKNOWLEDGES THAT SETNA iO HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO ANY GOODS PROVIDED BY SETNA iO (EXCEPT AS TO TITLE OF THE GOODS). EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THIS PARAGRAPH, SETNA iO HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES CONCERNING ALL GOODS PROVIDED BY SETNA iO, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 12. Return Policy.** Customer may return damaged or defective Goods to Setna iO for, at Setna iO's sole discretion, credit, replacement, exchange or repair, but only if (a) within the given warranty period, Customer requests written authorization from Setna iO to return such Goods, (b) Customer receives written authorization from Setna iO for such return, and (c) Setna iO receives the authorized return within five days after Customer's receipt of such written authorization. Customer shall not return to Setna iO any Goods that are not damaged or defective.
- A. **Warranty Period –** The warranty period shall be (a) 30 days from ship date for INSPECTED and/or TESTED condition material; (b) 6 months from ship date for REPAIRED and/or MODIFIED condition material and (c) 12 months from ship date for OVERHAULED/NE/NS material.
- B. **Restocking Fee –** a 20% restocking fee will be applicable at the discretion of Setna iO.
- C. **Inclusions –** Setna iO shall only provide authorization for returns due to failure on fit.
- D. **Exclusions –** Setna iO shall not provide authorization for return due to (a) cosmetic issues not affecting fit/form/function or (b) transportation damages or losses.
- E. **Void of Warranty –** All warranties shall be considered null and void if (a) the material has had work performed by a MRO after ship date, (b) OEM packaging has been opened or altered, (c) Warranty seals or safety wires have been cut/broken/removed; Unit has been disassembled in any way, or (d) all original paperwork is not returned.
- 13. Delay in Release.** Setna iO reserves the right to impose a carrying charge from time to time in the event of any delay or refusal by Customer to authorize release or take delivery of Goods ordered by Customer within the applicable delivery timeframe(s) set forth on the invoice.
- 14. Disputes.** Setna iO and Customer agree that the Terms and Conditions and all dealings between Setna iO and Customer shall be governed by, and construed and interpreted according to, the internal laws (and not the conflict of laws provisions) of the State of Illinois, the state in which this contract is deemed to have been executed and delivered. Customer acknowledges that the agreement between it and Setna iO was accepted in Chicago, Illinois and that Setna iO will be performing a substantial part of the agreement in Chicago, Illinois. Therefore, Customer agrees that any disputes arising out of these Terms and Conditions and/or any dealings between the parties shall be litigated, if at all, in any federal or state court within Chicago, Illinois, except to the extent that Setna iO institutes litigation (or arbitration) outside Illinois or it expressly waives this provision in writing. Customer hereby waives any objection to the personal jurisdiction of any such court, and any objection to the laying of venue of any such action in any such court.
- 15. Costs and Expenses.** In any arbitration or litigation arising between the parties hereto, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs. The term "prevailing party" shall mean that party whose position is substantially upheld in a final judgment or award rendered in such arbitration or litigation (as the case may be), or, if the final judgment or award is appealed, that party whose position is substantially upheld by the decision of the final appellate body to consider the appeal.
- 16. Severability.** If in any arbitration or litigation, any provision (or part thereof) of these Terms and Conditions or of any sales contract or other agreement between Setna iO and Customer is deemed invalid or unenforceable, such provision (or part thereof) shall be enforced to the maximum possible extent under applicable law, and the remaining provisions shall remain in full force and effect.
- 17. Indemnification.** Customer agrees to defend, indemnify and hold harmless Setna iO and the Setna iO Related Parties from all claims, damages, losses, liabilities, injuries and expenses (including without limitation the defense of all claims, lawsuits, and arbitrations, and attorneys' fees and costs) arising from or relating to these Terms and Conditions, any sales contract or other agreement between Setna iO and Customer, and/or any other dealings between Setna iO and Customer, and/or any act or omission by Customer or its employees or agents (including without limitation negligent acts or omissions) in connection with Customer's order, purchase, use, sale, transfer, export, import, ownership or possession of any Good(s).

- 18. Confidentiality** - Customer agrees to keep all proprietary information received from Setna iO confidential and not to disclose it to any third party without Setna iO's prior written consent. All intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, and any other proprietary rights, associated with the Goods, including any accompanying documentation, marketing materials, and software, are owned by Setna iO or its licensors. Nothing in these Terms and Conditions shall be construed as granting Customer any rights to use such intellectual property, except as necessary for the proper use of the Goods.
- 19. Force Majeure** - Seller shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, strikes, acts of war, or government regulations.