



Cremat, Inc.
950 Watertown St. #3
West Newton, MA 02465 USA
TAX ID: 04-3533080

Cremat, Inc.
Terms and Conditions of Sale version 1, April 2026

- 1. Applicability; Rejection of Buyer Terms**
These Terms and Conditions of Sale ("Terms") apply to all quotations, orders, and sales of products ("Products") by Cremat, Inc. ("Seller"). These Terms shall govern notwithstanding any conflicting or additional terms contained in any purchase order or other document issued by Buyer. Any such terms are expressly rejected and shall have no force or effect unless expressly agreed to in writing by Seller.
- 2. Acceptance of Orders**
All orders are subject to acceptance by Seller. Seller's acceptance is expressly conditioned on Buyer's assent to these Terms. Shipment of Products or commencement of performance shall not constitute acceptance of any differing terms proposed by Buyer.
- 3. Prices and Payment**
Prices and payment terms shall be as stated in Seller's quotation. Unless otherwise stated in such quotation, payment terms are net 30 days, and Buyer shall be responsible for all shipping, insurance, duties, and taxes.
- 4. Delivery; Risk of Loss**
Delivery dates are estimates only and are not guaranteed. Seller shall not be liable for delays in delivery. Risk of loss transfers to Buyer upon shipment.
- 5. Limited Warranty**
Products are warranted against defects in materials and workmanship for a period of thirty (30) days from the date of receipt by Buyer. Buyer must obtain a Return Material Authorization (RMA) prior to returning any Products. Buyer shall bear all shipping costs. If returned Products are found not to be defective, Buyer may be charged for evaluation and testing. This warranty does not apply to damage resulting from misuse, improper application, or unauthorized modification or repair.
- 6. Disclaimer of Warranties**
Except as expressly stated above, the Products are provided "as is." Seller disclaims all other warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 7. Limitation of Liability; No Indemnity**
To the maximum extent permitted by law, whether arising in contract, tort (including negligence), strict liability or otherwise, Seller shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of business, or system failures. Seller's total liability arising out of or related to any Product shall not exceed the purchase price paid for such Product. Seller shall have no obligation to indemnify or defend Buyer or any third party against any claims, damages, or losses except to the extent expressly agreed in writing by Seller.
- 8. Use in Critical Applications; System Responsibility**
Products are component parts intended for integration into larger systems and are not standalone end-use products. Products are not designed or authorized for use in life-support systems or other applications where failure could result in injury or death. Buyer assumes all responsibility for system design, integration, validation, and compliance with applicable safety and regulatory requirements, and for determining the suitability of the Products for Buyer's intended use. Seller shall have no responsibility for system integration or application performance.
- 9. Inspection and Acceptance**
Buyer shall inspect Products within ten (10) days of receipt. Failure to notify Seller of any defects within such period shall constitute irrevocable acceptance of the Products.
- 10. Returns**
No returns shall be accepted without prior authorization (RMA). Unauthorized returns may be refused.
- 11. Cancellation**
Orders may not be canceled without Seller's prior written consent. Buyer shall be responsible for all costs incurred by Seller up to the time of cancellation, including materials, work in progress, and reasonable cancellation charges.
- 12. Force Majeure**
Seller shall not be liable for failure or delay in performance due to causes beyond its reasonable control.
- 13. Intellectual Property**
All intellectual property rights in the Products remain with Seller. No license is granted except as necessary for the use of the Products as sold.
- 14. Governing Law**
These Terms shall be governed by the laws of the Commonwealth of Massachusetts, USA, without regard to conflict-of-law principles.
- 15. No Third-Party Beneficiaries**
These Terms are for the sole benefit of Seller and Buyer and shall not confer any rights or remedies upon any third party.
- 16. Entire Agreement**
These Terms, together with Seller's quotation, constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements or understandings. Any modification must be in writing and signed by Seller.