1. DEFINITIONS
(a) The following definitions and interpretation shall apply:
1.1. "Agreement" means this Agreement, as well as all modifications and/or supplements to it, and the respective letters of intent and the Addendum(s) that may be attached thereto, under which the Seller and the Company are parties.
1.2. "Applicable Law" means the laws and regulations applicable in the jurisdiction in which the Seller is located.
1.3. "Bid" shall mean a solicitation of offers from one or more suppliers to provide a product or service. The "High Bid" shall mean the highest of the bids received.
1.4. "Customer" means the entity to whom the Goods are being delivered or for whom they are being fabricated under the terms of the Agreement.
1.5. "Default" means the failure by a party to perform its obligations under this Agreement.
1.6. "Deemed to have occurred" means that an event occurred without any express indication that it actually did so.
1.7. "Delivery" means the transfer of title of the Goods to the Customer, which shall be evidenced by the Customer's signature on the delivery receipt or, if applicable, the receipt of the Goods by the Customer or its agent.
1.8. "Government" means any government, department, or agency of any level, whether federal, state, or local, that is involved in the production, manufacture, sale, transportation, storage, or use of the Goods.
1.9. "GOODS" means all items, materials, parts, products, services, and any other item or property delivered to the Customer or used in the manufacture, assembly, repair, or maintenance of the Goods.
1.10. "Insurer" means any insurance company or underwriter that provides insurance coverage for the Goods.
1.11. "Inspection" means the examination, testing, or evaluation of the Goods by the Customer or its representative.
1.12. "Law" means any law, statute, ordinance, rule, regulation, or other similar governmental requirement.
1.13. "Lieutenant" means an officer in the military who is below the rank of colonel or major general.
1.14. "LOINC" is an acronym for Logical Observation Identiﬁcation Names.
1.15. "Manufacturer" means the entity that produces the Goods.
1.16. "Notice" means any written communication, including electronic communications, sent to the other party.
1.17. "Order" means an order placed by the Customer for the purchase of Goods or Services.
1.18. "Package" means a collection of related Items or Services that are provided by the Seller.
1.19. "Party" means the Company or the Seller, as the context may require.
1.20. "Price" means the price paid by the Customer for the Goods or Services.
1.21. "Proposal" means a written offer to sell or provide Services.
1.22. "Product" means any product, service, or component delivered or provided by the Seller.
1.23. "Project" means a defined scope of work to be performed by the Seller.
1.24. "Purchase Order" means an order issued by the Customer to the Seller for the purchase of Goods or Services.
1.25. "RFP" means Request for Proposal.
1.26. "Returnable Items" means any items that are returned to the Seller by the Customer.
1.27. "Seller" means the entity that supplies the Goods or Services.
1.28. "Solicitation" means a request for proposals or offers from potential suppliers.
1.29. "Software" means computer programs, data, and any other intangible property.
1.30. "Source Code" means the original code written by the Seller to create the Software.
1.31. "Special Terms and Conditions" means the terms and conditions of this Agreement that are not general terms and conditions. They are specific to the delivery of the Goods or the performance of the Services.
1.32. "Supplier" means any entity that supplies materials or services to the Seller.
1.33. "Third-Party Claim" means a claim made against the Seller or the Customer by a third party.
1.34. "Third-Party Services" means services provided by a third party.
1.35. "Training" means training provided by the Seller to the Customer.
1.36. "Unconditional" means without any conditions.
1.37. "Use" means the use or consumption of the Goods or Services.
1.38. "Valid" means that an event or document is legally recognized as happening.
1.39. "Warranty" means a warranty or guarantee provided by the Seller regarding the Goods or Services.

2. FORMATION OF CONTRACTS

2.1. The terms and conditions of the Agreement are incorporated by reference in any purchase order, letter of intent, or Addendum. The Agreement is the entire agreement between the Seller and the Customer and supersedes all prior negotiations, understandings, or agreements.

3. PRICE

3.1. The price for the Goods is as stated in the Proposal and the applicable terms and conditions. It is exclusive of all taxes, duties, and charges.

4. PAYMENT

4.1. Payment terms are as stated in the Proposal and the applicable terms and conditions. Payment shall be made in accordance with the applicable terms and conditions.

5. OWNERSHIP OF GOODS, COMPLIANCE, AND RETURN OF PRODUCTS

5.1. The ownership of the Goods shall remain with the Seller until the Customer pays the full price for the Goods. The Seller shall retain title to the Goods until the Customer has paid for them in full. Any expenses incurred by the Seller in the production, manufacture, or delivery of the Goods shall be reimbursed by the Customer.

6. INSURANCE - PERSONAL INJURY AND PROPERTY DAMAGE

6.1. The Seller shall provide insurance coverage for the Goods in accordance with the applicable terms and conditions. The insurance shall cover personal injury and property damage in accordance with the applicable terms and conditions.

7. MISCELLANEOUS

7.1. The Seller agrees to indemnify, hold harmless, and protect the Customer from any losses, costs, or expenses incurred as a result of any act, omission, or failure by the Seller.

8. LIABILITY - DIRECTORS AND OFFICERS LIABILITY

8.1. The Seller shall indemnify the Customer for any losses, costs, or expenses incurred as a result of any act, omission, or failure by the Seller.

9. SITE VISITS

9.1. The Seller agrees to provide access to the Customer for the purpose of conducting site visits in accordance with the applicable terms and conditions.