

## DOMATIC, INC.

### SALES TERMS AND CONDITIONS

THESE SALES TERMS AND CONDITIONS APPLY TO ALL QUOTATIONS MADE BY DOMATIC, INC., A DELAWARE CORPORATION ("MANUFACTURER" AND/OR "DOMATIC") OPERATING IN CALIFORNIA, PURCHASE ORDERS ACCEPTED BY DOMATIC, AND ORDER ACKNOWLEDGEMENTS ISSUED BY DOMATIC, WHETHER OR NOT PHYSICALLY OR ELECTRONICALLY ATTACHED HERETO. THESE TERMS AND CONDITIONS CONSTITUTE AN OFFER CONDITIONED ON CUSTOMER'S ACCEPTANCE OF ALL, AND ONLY, THESE TERMS (SUBJECT TO AN ADDENDUM EXECUTED BETWEEN THE PARTIES) AND DOMATIC REJECTS ANY CONFLICTING, DIFFERENT OR ADDITIONAL TERMS IN ANY OTHER DOCUMENT, INCLUDING THOSE CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION BETWEEN THE PARTIES (UNLESS MUTUALLY AGREED UPON IN WRITING). CUSTOMER'S SUBMISSION OF A PURCHASE ORDER FOR THE PRODUCT OR MAKING ANY PREPAYMENT THEREON SHALL CONCLUSIVELY CONFIRM ACCEPTANCE OF THESE TERMS AND AN ACKNOWLEDGEMENT THAT CUSTOMER AGREES TO BE BOUND BY THESE TERMS. THESE TERMS AND CONDITIONS CANNOT BE CONTRADICTED, SUPPLEMENTED OR EXPLAINED BY EVIDENCE OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY DOMATIC WITHOUT PRIOR WRITTEN NOTICE AT ANY TIME, IN DOMATIC'S SOLE DISCRETION. CHANGES IN THESE TERMS AND CONDITIONS WILL BE POSTED AT THE FOLLOWING URL: <https://www.domatic.io/terms> AND CUSTOMER IS REQUIRED TO CONFIRM DOMATIC'S TERMS AND CONDITIONS BY CHECKING THE THEN PUBLISHED TERMS AND CONDITIONS.

**Definitions.** In these Terms and Conditions, the following words and terms shall be given the meaning set forth below:

- 1.1. "Customer" means the customer or purchaser applied to the Product pursuant to the Purchase Order.
- 1.2. "Design Professionals" means any architects and/or engineers engaged to provide architectural and/or engineering services on or for the Project.
- 1.3. "Parts" means assemblies, fixtures, and other components produced and provided by third-party entities as listed on the Purchase Order.
- 1.4. "Product" means electronics and components manufactured by Domatic, Inc. pursuant to the Purchase Order excluding Parts.
- 1.5. "Project" means Customer's construction project that will incorporate the Product.
- 1.6. "Specifications" means the dimensional, environmental, and functional specifications of the Product reflected in the design drawings, datasheets, and installation documents.
- 1.7. "Codes" means all building codes and standards as governed by the Authority Having Jurisdiction.
- 1.8. "Modifications" means any custom changes, adjustments, or enhancements to the Product for a specific Project or Customer.

2. **Order Acceptance.** Orders for purchase of Domatic products by Customer shall be subject to written acceptance by Domatic. Absent written acceptance of an order, Domatic is not obligated to sell the Product to Customer.
3. **Modifications.** If a Product requires Modifications, Domatic will not initiate manufacturing of the Product until the final versions of all Specifications are received by Domatic from Customer and an estimated shipping schedule has been delivered to Customer.
4. **Change Orders.** Any changes to the Purchase Order must be approved in writing by Domatic and Customer prior to the manufacturing of the Product. If Customer changes or terminates the Purchase Order for any reason after manufacturing of Product is initiated, Customer shall pay to Domatic the full purchase price payable pursuant to the Purchase Order for any wholly or partially manufactured Product, together with any damages claimed against Domatic by any other supplier or subcontractor resulting from the termination of the Purchase Order. Customer shall pay such termination charges within thirty (30) days of invoice.
5. **Pricing.** Prices for the Product as quoted to Customer, shall be as in effect on the date of the invoice. Unless otherwise stated in the quote or in the event of third-party fixtures (which may be subject to change), quoted prices are valid for thirty (30) days from date of quote, after which they may be adjusted to those then in effect from time to time.
6. **Payment Terms.** Unless otherwise agreed in writing, all orders are subject to credit approval and payment in full shall be due in U.S. dollars thirty (30) days from the date of each invoice and sent to the remittance address noted on the invoice. Except as otherwise agreed in writing, the Customer agrees that there shall be no retention or holdback of the purchase price for Product. If the Customer fails to pay any sum owed hereunder when due, interest shall accrue to Domatic's credit on such sum at the rate of one and one percent (1%) per month (12% per annum) or the maximum rate permitted by applicable law. If Domatic, in its sole discretion, finds it necessary to employ an attorney and/or collection agency to collect any past due sum owed hereunder, it may collect, in addition to any other sum owed hereunder, reasonable attorney's fees and costs. Domatic shall be entitled to suspend the manufacturing or delivery of any Product if Customer fails to pay any amounts due hereunder. Customer shall not withhold payment of any amounts due and payable to Domatic for any reason of any set-off of any claim or dispute with Domatic.
7. **Manufacturer's Lien.** Until the purchase price is paid in full by Customer, Domatic shall have a lien on the Products sold for all unpaid amounts. Customer hereby grants to Domatic a security interest in the Products to secure payment of such amounts and Domatic may notify creditors or other parties and record a financing statement to perfect such security interest. Customer agrees to assist Domatic in taking all necessary steps to perfect and maintain said security interest in the Product, and until Domatic is paid in full, to protect Domatic's interest by adequately insuring the Product against loss or damage with Domatic as named insured or co-insured.
8. **Taxes.** The price quoted in the Purchase Order does not include any duties, sales, excise, use, value added, goods and services, transfer or similar taxes, or any surcharges or escheat requirements, (collectively, the "Taxes") imposed upon any party by the laws of any jurisdiction. All Taxes shall be paid by Customer in addition to all other sums Customer may be or may become obligated to pay to Domatic.
9. **Delivery & Shipment.** Unless otherwise agreed in writing, delivery shall be F.O.B. Domatic's facility in Palo Alto, California. Domatic will provide estimated shipping schedules to Customer and will make commercially reasonable efforts to meet estimated shipping schedules by selecting what Domatic deems the best route and manner of shipment, unless otherwise advised by Customer. Upon mutual consent, Domatic may charge and deliver the Product via Customer's shipping account (with a carrier). In any event, all risk of loss shall pass to Customer upon delivery from

Domatic to the first common carrier. If shipment of any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Customer, payment shall become due as if shipment had been made without delay. In the event that Domatic stores any Product, a reasonable monthly charge may be made and such storage shall be at the risk of the Customer. In the event of such storage, Domatic will provide Customer with a monthly invoice containing the monthly storage fee. Payment for the monthly storage fee shall be due upon the terms contained within the invoice. Claims for damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to Domatic's bill of lading and invoice numbers. Domatic will investigate a claim for damage or shortage in good faith, however, is under no obligation to correct errors, damage, or shortage outside of the control of Domatic. Claims for damage or shortage in transit must be filed by Customer against the carrier.

10. **Installment Shipments.** Unless otherwise agreed in writing Domatic reserves the right to make delivery in installments when necessary and to invoice each such installment separately. To the extent that any accepted order for Domatic products provides for installment deliveries and shipment, each such delivery or shipment shall be treated as a separate and independent contract with respect to Terms of Payment. If Customer defaults in payment for any such delivery or shipment when due, upon five (5) days' written notice to Customer Domatic may, in addition to its remedies allow: (i) defer further performance until such payment default is cured; (ii) make further deliveries or shipments against the contract for cash in advance; or (iii) declare the entire contract in default.
11. **Inspections & Acceptance of Products.** Except as provided by the terms in Section 9 (Delivery & Shipment) or other written agreement to the contrary, all goods and services shall be deemed accepted by Customer upon receipt, unless within thirty (30) days of delivery, Customer rejects such nonconforming Product and notifies Domatic in writing of the basis (with description of specific defects) for such rejection. Failure to so notify Domatic in writing of nonconforming Product within such period shall be deemed an unqualified acceptance. If Customer timely notifies Domatic of any nonconforming Product, Domatic shall, in its sole discretion, (i) replace such nonconforming Product with conforming Product or (ii) credit or refund the price for such nonconforming Product, together with any reasonable shipping and handling expenses incurred by Customer in connection.
12. **Design Professionals & Coordination.** Customer shall be solely responsible to verify that the final plans, if applicable, provided by the Customer or Customer's Design Professionals are accurate, satisfy all applicable Codes and do not diminish the integrity of the Product for its intended use. Coordination between Customer's Design Professionals, contractors, and all other trades and subcontractors is the sole responsibility of the Customer.
13. **Engineering & Installation.** Customer shall be solely responsible for all the installation of the Product into Customer's Project. Customer, its Design Professionals, agents, and contractors shall be solely responsible for determining engineering, Code, and Specifications necessary to incorporate the Product into Customer's Project.
14. **Construction Contracts.** Customer acknowledges that Domatic has no knowledge of the terms, conditions or scope of work of any other contracts unless expressly accepted by Domatic in writing. Domatic shall not be bound by the terms and conditions of any general contract or subcontract between the Customer and third parties. It is the sole responsibility of the Customer to inform Domatic of any contracts and/or their schedule terms, conditions or scope of work that may reasonably impact Domatic's performance under the Purchase Order. In no event, shall Domatic be responsible to Customer or any third party for any damages related to delayed

manufacture, and/or shipping of the Product and Domatic shall not be bound to, or liable for damages of any kind whatsoever, under any other construction contract or schedule.

15. **Customer's Property.** To the extent that Customer's property is provided or funded by Customer, it shall be and remain the property of Customer for use by Domatic exclusively for the benefit of Customer. Technical information of Customer provided to Domatic for performance of an accepted Purchase Order shall be and remain the property of Customer and, if designated in a timely manner as confidential or proprietary, shall be protected by Domatic in the same manner as Domatic protects its own property for a period of two (2) years from initial use.
16. **Intellectual Property.** The sale of the Product shall not constitute a license, implied or otherwise, for the use of any Intellectual Property of Domatic. Domatic retains all right title and interest in all Intellectual Property related to the Product, whether solely developed or invented by Domatic or jointly developed or invented by Domatic and Customer. "Intellectual Property" means copyrights (including the right to use, reproduce, modify, distribute, publicly display, and publicly perform the copyrighted work), trademarks (including trademark, trade names, service marks, and trade dress), patents, patents-pending, processes, or know-how of Domatic (including the exclusive right to make, use and sell), trade secrets, rights of publicity, rights of privacy, moral rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence concerning the Product.
17. **Limited Warranty.** THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE PRODUCT, IN WHOLE OR IN PART, IN ANY MANNER. Domatic warrants that the Product will be free from any defects in materials or workmanship for one (1) year from installation or use of the Product (as indicated on the Purchase Order) when properly stored, used and installed, and will meet the Specifications. In the case of a defect or defects in materials or workmanship, Domatic's sole responsibility shall be to repair or replace the individual Products involved or, at Domatic's sole option and discretion, return to Customer the purchase price paid for any individually defective Products. Written notice of any claim under this limited warranty must be delivered to Domatic within thirty (30) days of discovery of the alleged defect, and Customer must afford Domatic a reasonable opportunity to inspect the Product in unaltered condition to evaluate the claims. There are no other warranties, either of merchantability or fitness, either expressed or implied, other than those explicitly set forth in this paragraph. If the Product is (i) not used in strict conformance with Customer's Design Professional's engineering, design or load limits; (ii) is in any way altered; (iii) is not maintained, used or installed in accordance with the instructions and specifications of the Design Professionals; or (iv) defective or fails as a result of, in whole or in part, Customer's or Customer's Design Professional's Specifications, including engineering or design specifications, construction methods, site conditions, exposure to elements, moisture, fire or natural disaster, then all limited warranties are void and Customer shall be deemed to have waived and released Domatic from any liability or claims associated with purchase and use of the Product. There shall be no offsets, holdbacks or reductions in payment as a result of any damage or defect of the Product that occurs after shipment or otherwise as a result of Customer's failure to protect the Product. CUSTOMER ACKNOWLEDGES THAT DOMATIC HAS NO CONTROL OVER INSTALLATION, ENGINEERING, MODIFICATIONS, CONSTRUCTION METHODS, SITE CONDITIONS OR OTHER CIRCUMSTANCES RELATED TO THE USE OF THE PRODUCT. AS A RESULT, NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, ARE GIVEN. Upon transfer of the Product to the carrier at Domatic's plant, protection and handling of

the Product is the sole responsibility of the Customer. Upon transfer to the carrier, all right, title and interest in the Product shall be deemed transferred to the Customer.

18. **Disclaimer for Warranty for Parts; Parts Indemnification.** DOMATIC MAKES NO WARRANTIES OF ANY KIND OR NATURE CONCERNING ANY PARTS MANUFACTURED OR DELIVERED BY ANY THIRD PARTY. DOMATIC HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY PARTS MANUFACTURED OR DELIVERED BY ANY THIRD PARTY. If Parts are included in the Purchase Order, Domatic shall assign and transfer to Customer, without recourse or liability, any express warranties (if any) it received for those Parts from the manufacturer of any Parts. Customer shall indemnify, defend and hold harmless Domatic, its subsidiaries and affiliates, and their directors, officers, employees and agents from and against any and all claims, demands, complaints or actions, including but not limited to, actions by third parties, arising from or relating to any Parts purchased by Customer in connection with the use or purchase of the Products, including claims resulting from personal injury, death, products liability, property damage or damage to the environment.
19. **Limitation of Liability.** SUBJECT TO NOTICE REQUIREMENTS CONCERNING LIMITED WARRANTY CLAIMS, CUSTOMER'S REMEDIES FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY OR NEGLIGENCE, STRICT LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT INVOLVED OR, AT DOMATIC'S SOLE OPTION AND DISCRETION, RETURN BY DOMATIC TO CUSTOMER OF THE PURCHASE PRICE PAID FOR ANY INDIVIDUALLY DEFECTIVE PRODUCTS. THESE LIMITED REMEDIES SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY GIVING RISE TO THE CLAIM OR LIABILITY. IN NO EVENT WILL DOMATIC BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE OR ARISING OUT OF ANY LEGAL THEORY, WHETHER CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL DOMATIC BE LIABLE TO CUSTOMER IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT. THESE LIMITATIONS INCLUDE ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED REMEDY PROVIDED HEREIN.
20. **Indemnification.** Customer shall defend, indemnify, and hold harmless Domatic, its subsidiaries and affiliates, and their directors, officers, employees, and agents (hereinafter referred to as "Indemnitees"), from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, orders, and damages of any kind and nature whatsoever (the "Claims") arising out of any act or omission of Customer, or Customer's Design Professionals, contractors or agents or out of the purchase, sale, manufacture, Modifications or use of the Product, or otherwise arising under the Purchase Order or Project, including Claims of third parties, and including, but not limited to, Claims arising from property damage, products liability, personal injury or death, fines, penalties, expenses, costs of litigation, and attorneys' fees and costs. Customer shall further defend, indemnify and hold Indemnitees harmless against all Claims arising out of any alleged design or engineering defect related to the Specifications provided by Customer, or its Design Professionals, agents, or contractors. Such indemnification specifically includes Indemnitees' own products liability and, to the extent permitted by applicable law, negligence whether the Claims resulted from the sole actions of Indemnitees or from the actions of Indemnitees combined with Customer, and/or Customer's Design Professionals, agents, or contractors. Customer shall further defend, indemnify and hold Indemnitees harmless against any and all Claims seeking damages or remedies in excess of the limited warranty described in Section 20 (Limitation of Liability).

21. **Default.** Customer will be in default if (i) Customer fails to pay to Domatic any amount when due as provided in any invoice or under the Purchase Order; (ii) Customer fails for a period of five (5) days after receiving written notice from Domatic to fulfill or perform any provisions of the Purchase Order (other than the prior provision relating to due date of payments); (iii) Customer becomes insolvent or bankrupt, or a petition therefore is filed voluntarily or involuntarily and not dismissed within thirty (30) days from filing; or (iv) Customer makes a general assignment for the benefit of its creditors, or a receiver is appointed, or a substantial part of Customer's assets are attached or seized under legal process and not released within thirty (30) days thereafter. Upon Customer's default, Domatic may, at its option, without prejudice to any of its other rights and remedies, and without demand for payments past due, (i) make shipments subject to receipt of cash in advance; (ii) terminate the Purchase Order and declare immediately due and payable the obligations of Customer for Products previously shipped along with any wholly or partially completed Products whether or not shipped, notwithstanding any other provision in these terms and conditions; (iii) demand reclamation; and/or (iv) suspend any further manufacturing, Modifications or shipments until the default is corrected, without releasing Customer from its obligations under the Purchase Order. In any event, Customer shall remain liable for all loss and damage sustained by Domatic because of Customer's default, including, but not limited to, collection fees, reasonable attorneys' fees and costs, and interest at the lower of one percent (1%) per month (12% per annum) or the maximum rate permitted by applicable law.
22. **Manufacturer's Right of Possession.** Domatic shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Customer's default(s), to withhold shipments, in whole or in part, and to recall products in transit, retake same, and repossess all products which may be stored with Domatic for Customer's account, without the necessity of taking any other proceedings. This shall not be construed as limiting, in any manner, any of the rights or remedies available to Domatic because of any default of Customer under the Uniform Commercial Code as it in force and effect in the State of California on the date of signing this agreement.
23. **Force Majeure.** Domatic shall not be responsible nor deemed to be in default on account of delays in performance due to causes that are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.
24. **Headings.** The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.
25. **No Third-Party Beneficiaries.** Nothing in the Purchase Order, express or implied, is intended or shall be construed to confer on any person, other than the parties to the Purchase Order, any right, remedy, or claim under or with respect to the Purchase Order.
26. **Notices.** All notices and other communications under the Purchase Order must be in writing and shall be deemed to have been given if delivered personally, emailed (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties to the addresses or email addresses (or at such other addresses as a party may designate by like notice

to the other parties) listed in the Purchase Order. Any notice or other communication shall be deemed to be given (i) on the date of personal delivery; (ii) at the expiration of the third (3rd) day after the date of deposit in the United States mail; or (iii) on the date of confirmed delivery by email or overnight delivery service.

27. **Waiver.** No waiver of any provision of the Purchase Order shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Furthermore, any termination of the Purchase Order shall not relieve or release either party hereto from any rights, liabilities, or obligations, which it has accrued prior to the date of such termination.
28. **Dispute Resolution.** Each party, at such party's option, shall have the right to require that any claim, controversy, or dispute between the parties, including but not limited to those arising out of or relating to the Purchase Order, the Product and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, be determined by arbitration in accordance with the arbitration rules of Santa Clara County, California, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. If litigation has been commenced in court by either party with respect to a dispute (in hope that a default judgment could be obtained): (i) the party who is the defendant or respondent in such litigation shall be deemed to have waived its option to arbitrate said dispute if such party files a general appearance in the litigation prior to filing a claim in arbitration in the manner specified above; (ii) the plaintiff or petitioner in such litigation will be deemed to have waived its right to arbitrate said dispute if such party fails to file a claim for arbitration in the manner specified above within sixty days after a general appearance in the litigation has been filed by the party who is the defendant or respondent in the litigation. This provision is intended to allow either party to commence litigation and seek an order of default without waiving their right to arbitrate in the event the default is not attainable; and (iii) if either party properly exercises its option to arbitrate, arbitration of such dispute shall be mandatory and any pending litigation shall be stayed.
29. **Applicable Law and Jurisdiction.** In any action or proceeding, including any arbitration, seeking to enforce any provision(s) of, or based on any right(s) arising out of, or related to or concerning the Purchase Order, the parties hereto consent to the exclusive jurisdiction of the courts of the State of California and of any duly appointed arbitrator. In any such action or proceeding, the venue shall lie exclusively in Santa Clara County, California, and in no other location. The parties further agree that in any such action or proceeding the parties shall appear for deposition at their own expense at such time as is either mutually agreed upon by the parties or ordered by the court.
30. **Compliance with Law.** The Customer shall comply with all applicable laws, regulations, and ordinances. The Customer shall comply with all export and import laws of all jurisdictions involved in the sale of the Products under these Terms and shall not resell any of the Products for any reason whatsoever without the express written consent of Domatic.
31. **Assignment.** The Purchase Order shall not be assignable or otherwise transferable, in whole or in part, by either Party, except that Customer may assign or transfer its rights and obligations to the Purchase Order to a company controlled by, controlling or under common control by Customer.
32. **Severability.** In the event that any term, condition or provision of the Purchase Order shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of the Purchase Order either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) which is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

33. **Binding Effect.** This Agreement shall be binding upon the successors and permitted assigns of the Parties.
34. **Entire Agreement.** These terms and conditions constitute a final, exclusive, and complete expression of all terms and conditions between the parties concerning the use, purchase, sale, manufacture and modifications of the Product. These terms and conditions constitute an offer conditioned on Customer's acceptance of all, and only, these terms and Domatic rejects any conflicting, different or additional terms in any other document, including those contained in any Purchase Order or other document or communication between the parties. Any representations, promises, warranties, or statements that are not contained in these terms and conditions are void. Except as otherwise indicated, any changes, amendments, addendum or other changes to these terms and conditions may only be made by written consent of Customer and Domatic and such writing must reference these terms and conditions.