

1. General Conditions

- a. No understanding, promise, or representation, and no waiver, alteration, or modification of any of the provisions stated herein shall be binding upon the Seller unless accepted in writing by Seller.
- b. All orders are subject to credit approval and final acceptance by Seller.
- c. Any other Terms or Conditions imposed by the Buyer will not be binding on the Seller unless expressly agreed to in writing.

2. Delivery and Title

Unless otherwise specifically provided, delivery of the equipment shall be made F.O.B. shipping point, at which time the title and risk of loss shall pass to the Buyer. Seller shall not be liable for delays in delivery or performance, or failure to manufacture due to causes beyond its reasonable control.

3. Shipping and Packing

- a. Goods shall be packed and shipped using good commercial practices for protection and shipping. Every effort will be made to accommodate Buyer's prescribed shipping requirements.
- b. (b) Shipping costs will be borne by the Buyer and will be added as a line item to the invoice unless the Buyer's instructions call for freight collect shipment and include an account number for billing purposes.
- c. Each shipment shall contain a packing list clearly referencing the purchase order number and purchase order line item of the shipment. the packing list must clearly delineate line items when more than one line item is included in the shipment.

4. Pricing

- a. Seller reserves the right to revise and announce new prices for the products and services covered in quotations. Seller will honor the old prices if an order is received prior to revision of those prices, or prior to the expiration of a valid quotation outstanding at the time of the price change. Subsequent orders for the same goods are subject to the revised or newly-announced prices. Unit prices are applicable only to the specified quantity and are subject to revision if the quantity is changed
- b. Prices exclude direct charges for special tooling, special testing, or screening. Tooling and special processes/ procedures will be separately defined, priced, and listed accordingly.

5. Taxes

Unless otherwise stated, quoted prices do not include sales, use, excise, or similar taxes. Nor do they include import or export fees. Such taxes and fees will be borne by the Buyer.

6. Payment Terms

- a. Upon approval of Buyer's credit, terms of payment are Net 30 days after date of invoice, unless otherwise specified on the invoice. Accounts with invoices past due will be placed on credit hold and shipments will be held until account is paid current.
- b. Seller reserves the right to modify credit terms, to require COD payment, and to require payment in advance.
- c. Goods held for the Buyer beyond a reasonable period shall be at the risk of the Buyer.

- d. Wire Transfers and credit cards may be subject to additional banking fees to cover Seller expenses.

7. Warranty

- a. Seller warrants to the Buyer that all Seller manufactured goods when sold are free from defects in materials and workmanship under normal use and service for a period of 10 years from the date of shipment, as evidenced by Seller's packing list or transportation receipt. Seller's obligation under this warranty shall be limited to the repair or replacement of goods, at Seller's option, which Seller's examination shall disclose to its satisfaction to be defective. In no event shall Seller's liability for any breach of warranty exceed the net selling price of the defective goods.
- b. Seller warrants to the Buyer that all Seller distributed goods when sold are free from defects in materials and workmanship under normal use and service for a period of 3 years.
- c. Seller has no obligation or responsibility for goods which have been damaged or altered in any way by other than seller's employees.

this warranty is the only warranty made by seller and is expressly in lieu of all other warranties, expressed or implied. warranties of merchantability and fitness for any particular purpose are specifically excluded.

8. Warranty Claim

- a. Defective goods must be returned, transportation charges prepaid, to Seller for correction. Seller will pay return transportation charges for warranty repair but not for goods returned which are found not to be in warranty or to have sustained damage in the field. Repair or replacement of defective goods will be at Seller's discretion. Upon redelivery of goods corrected under this warranty, the repaired or replaced portions shall be subject to this warranty for a period of 90 days or until expiration of the original warranty, whichever is later.
- b. All claims of failed or defective goods must be in writing and received by the Seller within the specified warranty period, and Buyer must obtain from Seller a Return Material Authorization prior to returning goods to Seller. If the cause of failure is determined by Seller's examination to be misuse, mishandling, or other field damage, a price quotation for repair or replacement may be submitted to Buyer; no repair or replacement work will commence before written authorization to proceed is received from Buyer. If returned goods are determined not to be defective or if the Buyer elects not to authorize correction at its expense of goods not covered by this warranty, the Seller may charge a reasonable amount for such evaluation. The Buyer will not recover from Seller by offset, deduction, or otherwise, the price of any goods returned to Seller under this warranty.

9. Liability Limitation

- a. Seller's liability of any claim of any kind, whether in contract or in tort including negligence, for any loss or damage arising from, connected with, or resulting from this contract or quotation, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, installation, inspection, operation, or use of any equipment covered by or furnished under this contract, shall in no case exceed the purchase price of the goods which give rise to the claim.
- b. In no event, whether as a result of breach of contract or warranty or alleged negligence, shall Seller or its employees, agents, suppliers, or contractors be liable for special, incidental, exemplary, or consequential damages including, but not limited to, loss of profits or revenue,

loss of use of the goods or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.

10. Change Orders and Cancellation

- a. Orders may be rescheduled no more than two times without penalty. No shipment, without written approval by Seller, may be rescheduled or cancelled within 45 days of scheduled ship date.
- b. Orders which are cancelled prior to shipment, if standard items, are subject to a 25% restocking charge for those items already in production or in finished goods inventory awaiting shipment to Buyer.
- c. Orders for "custom" items designed or modified to the Buyer's specifications are essentially non-cancelable for that portion in production or in finished goods inventory awaiting shipment to the Buyer, and are subject to full recovery costs. If cancellation is accepted for any part of an order for custom items, a 35% restocking charge may apply.

11. Statutory and Federal Laws

The Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts,