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**ORDERS & ACCEPTANCE:** Orders must be presented in writing or via electronic means acceptable to Seller and will be binding only when accepted in writing by an authorized Seller representative. Seller reserves the right, without liability, to refuse any order, in whole or in part, or specify an alternate delivery schedule if orders from all sources exceed Seller's inventory or ability to deliver. Seller may allocate available inventory and production in its sole discretion. For special order Products (not stock products of Seller), Seller will provide a quotation or acknowledgement outlining terms of acceptance including specifications, pricing, delivery schedule, and any clarifications to terms and conditions. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed;" and any printout of electronic transmissions maintained in the ordinary course of business will be considered an "original" to the same extent and under the same conditions as other business records maintained in documentary form. Seller shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept these Terms.

**CHANGE & CANCELLATION:** Any changes requested by Buyer must be submitted in writing and are subject to written acceptance by an authorized Seller representative. Costs and/or delays resulting from such changes will be solely determined by Seller and binding upon Buyer. Accepted orders may be cancelled or rescheduled only with Seller's written consent and payment of reasonable cancellation charges covering Seller's associated costs. Seller may cancel or suspend performance of any order if Buyer fails to meet any of its obligations herein.

**PAYMENT TERMS:** For customers without approved credit terms, payment is required prior to order acceptance via credit card, wire transfer, or other agreed payment method. Credit terms, if any, require Seller's written approval and are measured from date of invoice. Seller may invoice parts of an order separately. Deposits or down-payments, if any, are non-refundable; no discount for early payment is authorized without Seller's written consent. Payment terms will not be affected by any delay in delivery, installation or acceptance. Seller shall not be obligated to extend credit to Buyer and, notwithstanding credit approval, may modify payment terms or require prior payment, letter of credit, or COD if Buyer's financial condition or payment record so warrants. If Buyer is delinquent in any payment due, a service charge (not to exceed 1.5% per month) may be charged on all past due balances, and Seller in its discretion may suspend production, institute credit hold procedures, and exercise any and all other available remedies, including set off. If Seller deems it necessary to refer an account to an agent or attorney for collection, all costs of collection (including reasonable attorneys' fees) will be charged to Buyer's account, up to the maximum allowed by law. Upon any bankruptcy, insolvency, or similar proceeding involving Buyer, Seller shall be entitled to cancel all open order(s) and receive reimbursement for cancellation charges as provided above.

**PACKAGING, DELIVERY & INSPECTION:** Unless otherwise specified in Seller's order acknowledgement, all deliveries are FCA Origin (Incoterms 2010) using Seller's designated carrier. Title (except as to software) and risk of loss will transfer to Buyer upon issuance of the carrier's bill of lading and, if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these Terms. Seller will endeavor to deliver accepted orders promptly; but will not be liable for any delay in delivery or for loss or damage in transit. Buyer must inspect all items upon arrival and provide written notice to Seller, within five (5) days, of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all items will be deemed accepted and any right of rejection will be

waived. Use or resale of Products in any manner following delivery will also constitute acceptance by Buyer. Claims for loss or damage in transit should be made directly to the delivering carrier.

**INSTALLATION & OTHER SERVICES:** Product prices do not include any installation or other services which, if requested, will be provided at Buyer's expense. Buyer is responsible for providing a suitable site with all required equipment and service and for taking all precautions reasonably necessary to prevent injury to Seller's personnel at Buyer's site. No services will be performed if Seller reasonably believes that conditions at Buyer's site represent a safety or health hazard to Seller's personnel. Buyer will reimburse Seller at its standard rates for any extra time, travel, or expense resulting from absence or inadequacy of rescheduling arrangements or delay or prolongation of installation caused by Buyer.

**RETURN POLICY:** Products purchased directly from Seller by an end-user Buyer may be returned within thirty (30) days from date of invoice in accordance with Seller's "Thirty (30) Day Satisfaction Guarantee" for a refund equal to the original purchase price paid LESS THE ORIGINAL SHIPPING COST AND ANY INSTALLATION FEES. Proof of purchase is required. Products returned for refund or credit must be in the same condition as when they were shipped by Seller and in their original, unopened packaging. All returned items must be returned to Seller INSURED, with FREIGHT PREPAID by Buyer, properly boxed to prevent damage in transit. SELLER WILL NOT ACCEPT ANY C.O.D. PARCELS. The product must not be altered or damaged in any way and must be accompanied by all manuals, cables, documentation, and all other materials as originally shipped with the system. All returns (including returns for examination or repair under Warranty) must display an RMA number (obtained from a Technical Support Representative as set forth in the applicable product documentation) in a prominent location on the outside mailing label. PACKAGES NOT DISPLAYING THIS NUMBER WILL BE REFUSED. All stock items are subject to a 20% restocking fee. Special Order Products (not stock items at Seller) are not returnable or refundable under any circumstances.

**PRODUCT SPECIFICATIONS AND VALIDATION:** All Products, when delivered by Seller, will substantially conform to Seller's published specifications; however, Buyer is responsible for validation of each specific Product application and any use of Products as a component of, physically installed on, or in conjunction with other products or attachments not supplied or specified by Seller for such purpose, including all necessary testing and qualification, and will put in place all necessary protections to ensure that any failure or defect relating to the Products will not result in other or further liability, damage, or safety issues. Seller's responsibility will in all events be limited to repair or replacement of the failed or defective Product(s) as provided in these Terms and will not include any further liability for or arising out of non-Seller products with which Products may be installed, combined, or used. Seller reserves the right to discontinue or change the design or specifications of any product at any time, and will use commercially reasonable efforts to notify Buyer of any material change in specifications affecting form, fit or function.

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**EXCUSABLE DELAY:** Seller shall not be liable for any failure or delay in performing its obligations under these Terms or any contract with Buyer due to causes beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fire, strikes, floods, epidemics, delays in transportation, inability to obtain necessary labor, materials, components, or manufacturing facilities, or acts of Buyer, its employees, contractors, or agents. For delays resulting from such causes, performance will be correspondingly extended.

**LIMITATION OF LIABILITY:** Seller shall have no liability for any loss, claim, or liability (including without limitation any claim of infringement) to the extent such claim arises out of (i) Products manufactured or modified based on Buyer's designs or specifications, (ii) misuse, misapplication, improper or faulty installation, or use of Products in any manner or for any purpose other than as specified by Seller, (iii) modification, repair, or disassembly of Products other than by or as authorized by Seller; or (iv) use of Products in combination or conjunction with, physically installed on, or as a component of non-Seller equipment, software, services, accessories, attachments, interfaces, or consumables, unless supplied or approved by Seller. Any claim against Seller, regardless of form, arising out of the Products or transactions to which these Terms apply must be brought within 2 years after the cause of action arises or performance hereunder is completed or terminated, whichever first occurs.

**IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT LOSSES, COSTS, OR DAMAGES, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE FOR THE APPLICABLE PURCHASE ORDER. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND NOTWITHSTANDING FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST SELLER, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.**

Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and reflected in product pricing, which would be higher without these limitations.

**UNITED STATES AS END USER:** If the Products sold hereunder are pursuant to a contract or subcontract issued by an agency or department of the United States government, Seller agrees that the Terms (other than those with respect to price and payment) shall be deemed modified to the extent reasonably necessary for Buyer to comply with mandatory statutory procurement requirements imposed on Buyer by virtue of the fact that the Products procured hereunder are intended to be acquired, used, or consumed by an agency or a department of the United States.

**GOVERNING LAW & SEVERABILITY:** These Terms, all transaction to which they may apply, and any disputes arising out of Products supplied hereunder shall be governed by and construed in accordance with the laws of the State of Delaware and the United States of America, without giving effect to any conflict of law provisions thereof. The United Nations Convention on Contracts For The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any international discovery and service of process conventions will be inapplicable. Each of these Terms is severable from the others, and Seller's rights and remedies herein are cumulative and in addition to those available at law or in equity. In the event that any portion of these Terms is determined in any suit or proceeding to be invalid or unenforceable, such determination shall not affect the remaining Terms, all of which shall remain valid and enforceable.