



Terms and Conditions of Sale

1. ACCEPTANCE OF ORDER; TERMINATION – Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller’s suppliers. If Buyer’s credit becomes unsatisfactory to Seller; Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
2. ORDER CANCELLATION – Once an order has been received and acknowledged by the Seller, cancellation of subject order by the Buyer will result in a cancellation fee of up to 20% of the order value or direct re-imbursement to the Seller for any specially purchased components or assemblies supported by receipts.
3. PRICES AND SHIPMENTS – Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and invoiced.
4. RETURN OF GOODS – Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling. During the warranty period, freight, duties, taxes, as applicable for authorized return items to Scientific Instruments, Inc. are at customer’s cost. Authorized returned goods for restocking are subject to a 15% restocking charge (\$60.00 minimum on sensors and other temperature transducers), plus any additional expense required to return material to first class saleable condition.
5. TAXES – Prices shown do not include sale or other taxes imposed on the sale of goods. Taxes are the responsibility of the Buyer.
6. DELAY IN DELIVERY – Seller is not accountable for delays in delivery occasioned by acts of GOD, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller’s reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
7. WARRANTIES – Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by Seller’s. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller’s product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller’s review, Seller will provide Buyer with service data and/or a Return Material Authorization (“RMA”), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller’s Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv)

use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller there for at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERRORFREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. LIMITATION OF LIABILITY – Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

9. WAIVER – The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

10. MODIFICATION OF TERMS AND CONDITIONS – No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

11. CERTIFICATION – We here by certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof. Scientific Instruments, Inc. is an accredited ISO 9001-2000 Certificate holder.

12. PAYMENT TERMS – Payment terms shall be as stated on our invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1 ½% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa and MasterCard credit cards are accepted at point of purchase only.