



TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE:** Seller's acceptance of Buyer's purchase order is expressly made conditional on Buyer's acceptance of following terms and conditions of sale, which are in lieu of any additional or different terms contained in Buyer's purchase order or other document or communication pertaining to buyer's purchase order or Seller's products Seller's products. Buyer's consent to terms and conditions contained in this document shall be conclusively presumed from Buyer's acceptance of all or any part of products. None of these terms and conditions may be added to, modified, superseded, or otherwise altered, except by express written consent signed by authorized executive of Seller. Failure of Seller to object to any terms or conditions which may be contained in any document or form of Buyer shall not be construed as waiver of these conditions, or as acceptance of any such terms and conditions.
2. **ORDER CANCELLATION:** Orders accepted by Seller are subject to cancellation by Buyer only upon express written consent of Seller. Upon such cancellation and consent, Seller shall cease work and hold for Buyer all completed and partially completed articles and work in progress and Buyer shall pay Seller for all work and materials that have been committed to and/or identified to Buyer's order plus a cancellation charge as prescribed by Seller, in addition to reasonable profit to Seller on the entire purchase order.
3. **SHIPMENTS:** Delivery terms are either FCA or EXW. In either case, Buyer shall assume all risk of loss or damage upon delivery by Seller to carrier at point of shipment. Scheduled dates of delivery are determined from date of Seller's acceptance of any order or orders placed by Buyer and are estimates of approximate dates of delivery, not a guaranty day of delivery.
4. **RETURN OF GOODS:** Credit will be allowed for goods returned with prior approval and Return Material Authorization (RMA). A deduction will be made from credits issued to cover cost of handling. During 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 20% restocking charge (\$100.00 minimum on sensors and other temperature transducers), plus any additional expense required to return material to first class sellable 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. **DELIVERY:** If Buyer requests deferral of deliveries, Seller's agreement to defer delivery shall not excuse Buyer from its obligation to pay for products at the same time and quantities as the original delivery schedule, including interest due pursuant to these terms and conditions. In addition to adhering to original payment schedule, Buyer shall pay such storage charges as Seller may assess for storing products awaiting delivery. If Buyer requests deferral prior to commencement of production Seller may require progress payments relating to expenses for materials and services incurred by Seller in anticipation of production.
7. **FORCE MAJEURE:** Neither Seller nor Buyer shall be liable for non-performance due to an occurrence that is beyond control of party affected and occurs without its fault or negligence. Without limiting the foregoing, this includes acts of God, acts of public enemy, war, riots, strikes, labor disputes, civil disorders, fire, flood, lockouts, and other similar occurrences beyond the control of party declaring "force majeure" which such party is unable to prevent by exercising reasonable diligence. Where either Seller or Buyer claims an excuse for non-performance under this paragraph, it must give notice in writing to the other party.



*Cryogenic Temperature Sensors and Instruments • Cryogenic Temperature Probes
LNG Analysis & Tank Gauging Solutions • Engineering and Design Services*

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8. **WARRANTIES OF PRODUCTS:** Seller warrants all products sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller. Seller warrants products will operate or perform substantially in conformance with Seller's published specifications and be free from defect in material and workmanship, when subjected to normal, proper, and intended usage by properly trained personnel, for warranty period set forth in product documentation, published specifications or package inserts. If a period is not specified in Seller's product documentation, published specifications or package inserts, warranty period shall be one (1) year from date of shipment to Buyer, six (6) months for sensors. Seller agrees during the Warranty Period, to repair or replace, defective products (material or workmanship). Buyer shall promptly notify Seller of any discovered defects and after Seller's review, Seller will provide Buyer with RMA, which may include product-specific handling instructions, if applicable. Buyer may return 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 property of Seller. Shipment to Buyer of repaired or replacement products shall be made in accordance with Delivery provisions of Seller's Terms and Conditions of Sale. Replacement or repaired parts will be warranted for only the unexpired portion of the original warranty. Consumables are expressly excluded from warranty. In no event shall Seller have any obligation to make repairs, replacements, or corrections required, in whole or in part, as result of normal wear and tear, accident, disaster or event of force majeure, misuse, fault, or negligence of or by Buyer, use of products in a manner for which they were not designed, causes external to products such as, but not limited to, power failure or electrical power surges, improper storage and handling of products or use of products in combination with equipment or software not supplied by Seller. If Seller determines products for which Buyer has requested warranty services are not covered by warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request as Seller's prevailing time and material rates. If Seller provides repair services or replacement parts not covered by this warranty, Buyer shall pay for Seller's prevailing time and material rates.
9. **WARRANTIES OF SERVICE:** Any installation, maintenance, repair, service, relocation, or alteration to or of, or other tampering with 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 affected products. Obligations created by this warranty statement to repair or replace defective products shall be the sole remedy of Buyer. Except as expressly provided in this warranty statement, Seller disclaims all other prior warranties, whether expressed or implied, oral, or written, with respect to Seller's products including without limitation of any Warranty of Merchantability.
10. **LIMITATION OF LIABILITY:** Whether Seller's liability to Buyer in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed in any case the return of amount of purchase price paid by Buyer and under no circumstances shall Seller be liable for special, in direct or consequential damages. The price stated for products is consideration for limiting Seller's liability. No action, regardless of form, arising out of transactions under this invoice may be brought by Buyer more than one (1) year after the shipped date of this invoice. Without limitation of the foregoing, in no event will Seller be responsible or liable for penalties or penalty clauses of any description, or indemnification of Buyer or others for costs, damages or expenses arising out of or related to the products.
11. **WAIVER:** Failure of Seller to insist upon performance of any terms or conditions of this contract and or invoice 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.

12. **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 Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
13. **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 **1.5%** 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; a **2.5% fee** will be added for credit card payments. All payments (checks) should be sent to enclosed address 4400 W. Tiffany Drive, West Palm Beach, FL 33407. Payments by wire transfers are accepted. Banking instructions will be provided upon request.
14. **GOVERNING LAW:** Any agreement arising out of this transaction shall be deemed to have been made in West Palm Beach, Palm Beach County, Florida. The parties agree the validity, interpretation, and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Florida without regard to conflicts of interest laws. Buyer and Seller hereby submit to the exclusive jurisdiction for the resolution of any disputes hereunder, to Circuit Court of Fifteenth Judicial Circuit, Palm Beach County, West Palm Beach, Florida. This shall be the sole and exclusive jurisdiction and venue for the purpose of adjudication of any rights and liabilities hereunder.
15. **INDEMNIFICATION:** In addition to the foregoing, Buyer agrees to save and hold Seller harmless from any claims, demands, liabilities, costs, expenses, or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by Buyer or Buyer's customers, agents, employees, or invitees involving the use of the products supplied by Seller. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Seller regarding the defense of any such claim.
16. **LIQUIDATED DAMAGES:** In no instance will Scientific Instruments, Inc. accept or agree to liquidated damages.