



NORDEN MILLIMETER INC STANDARD TERMS AND CONDITIONS

1. **GENERAL:** The quotation and proposal including any technical data contained therein, is furnished by Norden Millimeter, hereinafter called the Seller, solely for the exclusive use of the Purchaser and on condition that information contained therein will not be distributed to any other party by Purchaser. Furthermore, Seller hereby reserves the right not to disclose to Purchaser any technical data developed exclusively at Seller's expense, either in conjunction with proposed work or with any other prior contract.

2. **PRICE:** All quoted prices, are F.O.B. Placerville, California, and subject to change without notice at any time prior to formal acknowledgment of order by Seller. These prices supersede all previous prices. Prices do not include duties, taxes, freight, or insurance.

3. **TAXES:** Any tax, duty or other charges now or hereafter levied upon the sale, use, or shipment of material and equipment ordered, or sold, is not included in Seller's price and will be charged to, and paid for, by Purchaser.

4. **DELIVERY:** Shipment date is computed from date of acknowledgment of order, or in case of special or custom products, from date all necessary information is received. Shipment date is estimated and is subject to change due to causes not under the Seller's control, including but not limited to strikes and other labor difficulties, material shortages, fires, accidents, orders or requests of government authorities and delay in a scheduled delivery. In no circumstance shall Seller have any liability for loss of use or for any incidental or consequential damages due to change of delivery schedule.

5. **ACCEPTANCE:** All orders are subject to final acceptance by the Seller. The Seller reserves the right to accept or to reject any order from any Buyer, in whole or in part. The Seller reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Buyer's obligations to the Seller not being complied with or in the event of any act or omission of Buyer which delays Seller's performance.

6. **CANCELLATION / TERMINATION:** Purchase order may be terminated or canceled by Purchaser only on the express consent of Seller. Purchaser shall pay Seller actual costs and expenses for work in process and material committed and a reasonable profit thereon. All orders submitted for cancellation within 30 days of scheduled ship date will be subject to 100% cancellation cost. Seller may cancel purchase order without penalty. If Purchaser fails to comply with terms and conditions of order or becomes bankrupt or insolvent, Seller assumes no responsibility for cost of re-procurement by Purchaser.

7. **WARRANTY:** Seller warrants each of its products to be free from defects in materials and in workmanship. The limit of liability under this warranty is to repair or replace any products or part thereof which shall within two years after delivery to the original user be returned, shipping costs prepaid and insured, to Seller be limited to the repair or replacement of Seller's products and shall not extend to any incidental or consequential damages there from. Disassembly of any product by anyone other than an authorized representative of the Seller voids the obligations to repair or replace any products disassembled. In addition, Seller assumes no responsibility for goods returned without Seller's written authorization.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR INTENDED PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER, UNLESS OTHER SUCH WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY SELLER

8. **LIMITATION OF LIABILITY:** In no event shall Seller or its suppliers be liable to the Purchaser or any third party in contract, lot (including negligence), warranty or otherwise for any special, indirect, incidental, or consequential damages. Seller's liability will be limited to repair, replacement, or issuance of credit for purchase price at Seller's option. Purchaser agrees to indemnify Seller for all costs in connection with such claims. The remedies of Purchaser set forth in this order shall be exclusive.



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Continued:

9. **RISK OF LOSS OR DAMAGE:** Risk or loss of, or damage to, the furnished equipment, or any other portion thereof, from any cause whatever shall pass to the Purchaser upon delivery of the equipment or any portion thereof, to the carrier F.O.B. point of shipment.

10. **TERMS OF PAYMENT:** The terms of payment are net thirty (30) days after each shipment. Partial shipments may be made at Seller's option and each such shipment is subject to immediate invoicing. Seller will charge 1.5 percent interest per month (18 percent per annum) on all balances not paid within designated terms.

11. **INSPECTION:** Inspections and / or tests to be witnessed by Purchaser or its designated Representative(s) shall be specified at time of order placement. If no inspections are specified, Seller may proceed with tests and/or shipment in accordance with Seller's standard practices. Seller does not assume costs for disassembly for inspection purposes should the Purchaser's inspector not arrive within the specified testing time.

12. **DRAWINGS AND PROCEDURES:** Purchaser shall promptly furnish Seller with all data that has been reviewed for full operating conditions, information, instructions, procedures, and drawings requisite to execution of order requirements. Seller shall furnish Purchaser the outline drawings only for the products as necessary. Above-mentioned documents shall be furnished in accordance with order requirements. Where required, Purchaser shall promptly return one (1) set of those documents marked with his approval.

13. **PATENTS:** Seller shall defend at its own expense any suit or action brought against Purchaser based on claim that the equipment or any part thereof, furnished thereunder, constitutes an infringement of any patent of the United States. If notified promptly in writing and given authority, information, and assistance for the defense of it, and Seller shall pay all damages and costs awarded therein against the Purchaser. In case the furnished equipment or any part thereof is held to constitute an infringement, and its use is enjoined, Seller shall, at its own expense, either procure for Purchaser the right to continuing use of the equipment or modify it so it becomes non-infringing, or replace it with non-infringing equipment, or as a last resort, remove said equipment or any part thereof and refund price of the equipment or the part.

14. **LAWS, PERMITS, REGULATIONS AND CODED:** Provided Purchaser furnished Seller with applicable laws, ordinances, coded, or regulations prior to award of order, Seller shall comply unless otherwise noted. The date of Seller's proposal shall be considered the limiting date in effect for such laws, ordinances, coded, or regulations.

15. **NO LIFE SUPPORT APPLICATIONS:** Norden Millimeter's products are not designed for, and Norden Millimeter has no desire to enter, the life support market or to supply its Products for use in life support or other critical care applications, or to expose itself to the risk of any loss, expense, cost, liability litigation and/or potential adverse verdict or judgment in relation to any such use of Products. Accordingly, Norden Millimeter disclaims any and all liability, and Purchaser and customers of Purchaser assume all risks of any such use of the Products and Purchaser agrees to defend and indemnify Norden Millimeter against any and all claims arising out of any use of the Products sold hereunder in any life support or other critical cares.

16. **INTERPRETATION:** The buyer hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.