

HARRIS INSTRUMENT CORPORATION

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TERMS AND CONDITIONS OF SALE

PRICE: Harris Instrument Corporation quotations are valid for ninety (90) days from the date of issue.

TERMS: Terms of payment are thirty (30) days net from date of invoice F.O.B. at Seller's shipping point. Special packaging for export, shipping, import duties, and insurance is priced separately. Terms are offered upon Harris Instrument Corporation credit approval. A surcharge will be applied to wire transfers. Interest at the rate of one and one-half percent (1.5%) per month from due date shall be charged on overdue accounts.

FORCE MAJEURE: The seller shall not be liable for loss or damage due to delay or prevention of manufacture or delivery resulting from any cause beyond the Seller's reasonable control which may be due to, or caused by, but shall not be limited to, the following events or requirements: Any regulation, order, act, instruction, or priority request of any Federal, State or Municipal government, civil or military authority, or acts or omissions of the Purchaser, fire, flood, weather, or requirements necessitated by such events, strike, embargoes, war, declared or undeclared, delays or shortages in transportation caused by such events, all of which shall be included within the definition of Force Majeure as used herein. Any delay resulting from Force Majeure shall extend delivery dates to the extent caused thereby. The Purchaser's receipt of the equipment shall constitute a waiver of any claims for delay. The Seller shall have no liability whatsoever for loss of use by the Purchaser or for any indirect or consequential damages.

TAXES: Sales, use, excise, property or similar taxes arising out of or relating to this order or the goods delivered are not included in the price except as otherwise specifically stated in the Invoice. All such taxes are the responsibility of the Purchaser. Seller reserves the right to separately bill Purchaser for any taxes that the Seller may be called upon to pay. All licenses and permits whether Federal, State, Local or those of a foreign government are the responsibility of the Purchaser.

CANCELLATION / RETURN: An order once accepted and shipped by the Seller can be canceled only with Seller's express approval and a Return Authorization (RA) number is issued. Returned equipment arriving at the factory without a valid RA number will not be accepted. All returned equipment is subject to a 15% restocking fee and shipping charges.

RELEASES AGAINST BLANKET ORDERS: Releases against blanket orders shall be made according to the schedule set forth on the order. Purchaser has the right to change the release schedule in accordance with the following terms (change requests must be submitted in writing):

- 1) More than ninety (90) days prior to scheduled release, Purchaser may change the quantity or timing of the release without restriction.
- 2) Within ninety (90) days of the scheduled release, Purchaser may change ninety percent (90%) of the quantity of the release without restriction.
- 3) Within sixty (60) days of the scheduled release, Purchaser may change fifty percent (50%) of the quantity of the release without restriction.
- 4) Within thirty (30) days of the scheduled release, Purchaser may make no changes to the quantity of the release.
- 5) Any changes to the quantity or timing of the releases will result in recalculation of the appropriate discount available to the Purchaser.

DRAWINGS: Any drawing furnished with a proposal indicates only the general style, arrangement and approximate dimensions of the equipment installation. Such drawings do not constitute a warranty that the equipment or installation will conform exactly to such drawings. The Purchaser agrees for itself and its legal successors not to give, loan, exhibit, or sell parts of interest outside of its own company any drawing, photograph, specification, or technical data furnished by the Seller or reproductions of them, and the Purchaser shall not use them in any way except in connection with the proposed installation covered by quotation. Seller assumes no responsibility whatsoever and shall not be held liable for any damages which may be incurred by Purchaser through the use of any drawings of the Seller. Seller shall furnish prints of equipment manufactured by others only when such prints are readily available and Seller has the legal right to do so.

INSTALLATION: Seller's engineering services for installation, training, or related activity may be available at additional charge, at prevailing per diem rates for such services plus necessary travel and other incidental expenses.

GOVERNMENT AUTHORIZATIONS: The Purchaser shall be responsible for obtaining any required authorizations including, but not limited to, an Export Licenses, Import Licenses, or Exchange Permits, except if that Seller is to make the export shipment, Seller will apply for any required Export Licenses. Whoever is the proper party under the applicable regulations shall make prompt application for any preference rating or other USA Government authorization which may be required to permit the manufacture of the products. The parties shall assist each other in every manner reasonably possible in securing such authorizations as may be required. Seller may not be responsible if any authorization is delayed, denied, revoked, restricted, or not renewed and the Purchaser shall not be relieved of its obligations to accept delivery of and pay Seller for the equipment or any parts thereof so affected.

WARRANTY: Harris Instrument Corporation warrants its **SCAN-A-LINE™** products to be free from defects in material and workmanship for a period of two (2) years from the date of shipment from our factory, with the sole exception of the light emitting diode (LED) light source which is warranted for the life of the product. Harris Instrument Corporation warrants its **SCAN-A-MIZER™** products to be free from defects in material and workmanship for a period of one (1) year from the date of shipment from our factory, with the sole exception of the LED light source (if any) which is warranted for the life of the product. Further, it warrants that these products shall meet all design and performance data as represented in the appropriate product specification. In the event of a failure to perform the specifications, Harris Instrument Corporation will, at no charge to the customer, repair or replace the defective equipment as required. Such repair or replacement will be performed at our factory in Delaware, Ohio U.S.A. Warranty is valid only to original purchaser and is not transferable.

EXCLUSION TO WARRANTY: Harris Instrument Corporation provides no warranty on products manufactured by third parties and covered by third party warranties. Third-party peripherals (such as Line Speed Encoders, Serial Printers, etc.) or any other products not manufactured by Harris Instrument Corporation are covered by their own manufacturer's warranties and are not warranted by Harris Instrument Corporation. Any warranty concerns with such third party products should be forwarded to their respective manufacturers.

TECHNICAL ADVICE: Any Technical advice furnished by Harris Instrument Corporation, or any representative of Harris Instrument Corporation, concerning any use or application of any product furnished under this agreement is believed to be reliable, but the corporation makes no warranty expressed or implied, of result to be obtained. The Purchaser assumes all responsibility for loss or damage resulting from the handling or use of any such product or from any such technical advice.

PROPRIETARY INFORMATION: Equipment manufactured by Harris Instrument Corporation uses techniques, designs, technologies, innovations, and processes that are the property of the corporation. Sale of equipment under this agreement in no way conveys any right to this proprietary property. Purchaser acknowledges the corporation's proprietary rights.