

## **TERMS AND CONDITIONS OF INTERNATIONAL SALE**

**PRICE:** Prices given in Harris Instrument Corporation quotations are valid for ninety (90) days from the date of the quotation.

**TERMS:** Unless otherwise approved in advance by Harris Instrument, the terms of payment will be F.O.B. Seller's shipping point, wire transfer before shipment of the Products or irrevocable letter of credit issued in favor of Harris Instrument prior to shipment of the Products, confirmed by a bank in the United States acceptable to Harris Instrument, and payable in U.S. dollars to Harris Instrument 30 days after bill of lading date, upon presentation of the invoice and carrier's receipt to the bank confirming the letter of credit. Special packaging for export, shipping, import duties, and insurance are extra. A surcharge for wire transfers will be applied. Interest at the rate of one and one-half (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. The Seller shall have the right at anytime to separately bill the Purchaser for any such taxes that the Seller may be called upon to pay. All licenses and permits whether Federal, State, Local or those of a foreign government shall be the responsibility of the Purchaser and shall be secured by it as its expenses.

**CANCELLATION:** An order once placed and accepted by the Seller can be canceled only with its written consent and upon terms that will indemnify Seller against loss on cost incurred and provide a fair profit upon work Seller has performed. A restocking fee will be assessed in these cases.

**DRAWINGS:** All drawing furnished with a proposal indicate only the general style, arrangement and approximate dimensions of the equipment. Such drawings do not constitute a warranty that the equipment or their 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 installation covered by his quotation and for making repairs to the equipment in its own foundries and shops. 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 and purchases by Seller only when such prints are readily available and Seller has the legal right to do so.

**INSTALLATION:** Should the Purchaser request the use of the Seller's engineer not specifically included in the quoted price, additional charges will be payable to the Seller at its prevailing per diem rates for such services plus necessary traveling 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. 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. By placing an order with Harris Instrument Corporation, the Purchaser acknowledges the corporations proprietary right to the above mentioned property.