

For Heraeus Electro-Nite INVOICES

Standard Terms of Sale

The following terms shall constitute a part of the agreement for this order.

1. **Prices:** All prices are F.O.B Factory unless otherwise noted.
2. **Taxes:** All prices are subject to all applicable Federal, State, or Municipal Taxes upon products or services, or the production, sale, distribution, and delivery, or upon any feature of this transaction, now existing or hereafter imposed.
3. **Errors:** Heraeus Electro-Nite reserves the right to correct all typographical or clerical errors that may be present in the prices or specifications.
4. **Tooling:** Any special tooling or rest equipment required for the production and shipment of any item, will remain the exclusive property of Heraeus Electro-Nite.
5. **Payment Terms:** Unless otherwise specified, payment terms will be made on the basis of net cash thirty (30) days from the date of invoice.
6. **Shipments and Delivery:** Title and risk of loss or damage to equipment shipped shall pass from Heraeus Electro-Nite to the purchaser upon delivery to the carrier by Heraeus Electro-Nite. Any claims for loss or damage after risk has been passed shall be filed with the carrier.

Heraeus Electro-Nite shall not be liable for loss or damage from delay in delivery or failure to manufacture due to causes beyond its control. Heraeus Electro-Nite shall not be required to allocate production and deliveries among customers should such delay in delivery or failure to manufacture occur.

Shipping and delivery dates are approximate and based upon prompt receipt by Heraeus Electro-Nite of all necessary information, including final agreement on detailed specifications and approved submittal drawings, at its offices, on such dates or with such lead times as specified.

7. **Instructions:** One copy of instructions covering the installation, operation and maintenance of each different type of instrument will be included in the shipment, unless otherwise specified upon the original purchase order.
8. **Installation:** All equipment shall be installed by and at the expense of the purchaser, unless otherwise agreed upon.
9. **Warranties:**
 - a. **Material and Workmanship:** Except as hereinafter provided, Heraeus Electro-Nite warrants to purchaser that all products manufactured by it (but not by others) shall be within specified limits of calibration, if any, and free from defects in material and workmanship, under proper normal use. Heraeus Electro-Nite, at its option, shall replace, or repair free of charge, any part covered by this warranty which shall be returned to the original point of shipment, transportation charges prepaid, within 90 days from original shipment from Heraeus Electro-Nite and which, upon examination, proves not to be within the specified limits of calibration, or proves to be defective in material or workmanship. Products furnished by another shall bear only the warranty given by such other manufacturer. Heraeus Electro-Nite shall be liable to breach of this warranty only if it receives written notice of such breach within 90 days from the date of original shipment of the product or equipment to which the breach relates.

Expendable items such as diodes, transistors, etc., furnished as integral parts of Heraeus Electro-Nite equipment are warranted only for a period of ninety (90) days from the date of original shipment.

- b. **Patents:** Heraeus Electro-Nite will defend purchaser and pay any award of damages assessed against purchaser in any suit or proceeding so far as same is based on any claim that the equipment or any part thereof furnished hereunder (except for equipment basically of purchaser's specifications) shall in design or construction infringe any United States patent, provided purchaser gives Heraeus Electro-Nite prompt notice in writing of such claim and permits Heraeus Electro-Nite to contest same through its counsel or, at its option, to settle same by securing for purchaser, the right to continue to use such equipment, or by modifying it to avoid infringement or by reclaiming it replacing it with non-infringing equipment, or by reclaiming it and reimbursing purchaser the sum paid thereof; and provided purchaser gives Heraeus Electro-Nite all necessary authority and assistance, at Heraeus Electro-Nite expense, to enable Heraeus Electro-Nite to do so.
 - c. The foregoing shall constitute the exclusive remedies of purchaser for any breach by Heraeus Electro-Nite of its warranties herein. There are no warranties other than expressly provided herein. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FITNESS FOR USE ARE EXCLUDED.**

10. **Damages:** In no event will Heraeus Electro-Nite be liable for consequential, punitive or exemplary damages. In no event will Heraeus Electro-Nite be liable for damages greater than the amount of the purchase price for any products delivered as a result of this acceptance.
11. **Service Calls:** Unless otherwise provided, service calls shall be made at the expense of purchaser at standard Heraeus Electro-Nite rates.
12. **Miscellaneous:** Payment for products shall be made in U.S. dollars drawn on banks located in the United States.

The validity, construction and interpretation of this acceptance shall be governed by the substantive laws of the Commonwealth of Pennsylvania.

This acceptance constitutes the final, complete, and exclusive statement of representations made by Heraeus Electro-Nite, and Heraeus Electro-Nite shall not be bound by any representation, promise, or inducement of any kind unless set forth herein, nor shall it be bound as to any representations made herein except to the designated recipient of the acceptance.

No waiver, alteration, or modification of any of the provisions hereof shall be binding on Heraeus Electro-Nite unless in writing and signed by purchaser and an authorized home office representative of Heraeus Electro-Nite.