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## BUSINESS PURCHASING TERMS AND CONDITIONS FOR US MARKET

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Here are the most important terms & conditions, and other information most often needed and requested by our customers. The marking of alternate terms on a customer's purchase order is not binding upon the Company.

### CORPORATE INFO:

Official name: Dewetron, Inc.

Class C Corporation

Incorporate in the State of Rhode Island

Incorporated in Jan 1998

Business size classification: Small Business

DUNS 041789350

TIN 05-0496445

NAICS CODE: 334119

CAGE CODE: 1LZX9

CCR Registered since 1998

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## PRICING

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Quotes issued by Dewetron, Inc. (aka "the Company") are valid for 30 days from their date of issue. Quotes with longer periods are available upon special request, and upon the express written authority of the Company.

The prices on all quotes are issued assuming acceptance of the Company's terms and conditions in their entirety. These include but are not limited to the period of performance, payment terms, credit terms, and shipping terms and conditions.



DEWETRON

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## DISCOUNT TERMS

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Discounts are only valid for the quantities shown, when ordered at the same time on the same order, and when Dewetron's standard terms and conditions, including payment and FOB terms, are agreed and adhered to.

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## DELIVERY

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Although delivery estimates or a range of possible delivery dates may be shown on quotes issued by the Company, they are not binding. Products in stock at the time of quoting are subject to prior sale. A closer delivery estimate will be provided upon request after the order has been placed with the Company, and the Company's manufacturing facility(ies) have reported back regarding the estimated ship date of the order. Special or non-standard orders typically take longer to process and produce than standard orders.

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## CANCELATIONS AND RETURNS

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Product Orders: Orders that have not been prepared for shipment can be canceled within 10 working days of the order being placed, without paying any restocking fee. Software orders that have not been prepared for delivery can be canceled within 5 days of order being placed. All other orders that have not yet been prepared for shipment require a restocking fee when canceled, according to the following schedule:

2 calendar weeks after order placement: 15% restocking fee

4 calendar weeks after order placement: 25% restocking fee

6 calendar weeks after order placement: 50% restocking fee

After system has been prepared for shipment, or shipped: 75% restocking fee

Orders that were returned by customer: 75% restocking fee

Service or Calibration orders: Orders related to services, including repairs, upgrades, and calibrations, cannot be canceled. 100% of the amount quoted will be due.



Training orders: Orders related to training services are cancelable up to 72 hours before they are scheduled to begin, without penalty. If canceled less than 72 hours before the training was scheduled to begin, 50% of the total training costs, including travel, lodging and meals, are due.

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## SALES TAX

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Taxes are not included in DEWETRON price quotes.

Items sold by DEWETRON and shipped to destinations in the following states are subject to tax: RI, CA, LA, GA, MI, FL, NY, MO, MD.

If your company is tax exempt, please provide a copy of the Sales Tax Exemption Certificate with the purchase order. Failure to provide a current exemption certificate will result in applicable taxes being added to the order.

If tax is not collected, some state require that the purchaser file a Sales and Use Tax return reporting all taxable purchases that were not taxed and to pay the taxes associated with those purchases. Consult your tax advisor.

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## EXPORT CONTROL LAWS

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The Customer acknowledges that the Products licensed or sold hereunder are subject to the export control laws and regulations of the United States of America. The Customer agrees that the Products will not be re-exported, resold or transferred to:

- (a) any country subject to export restrictions under the Export Administration Act of 1979 (EAR).
- (b) any end user who has been denied participation in export transactions by any federal agency of the United States government.
- (c) an end user who the Customer knows or has reason to believe will utilize the Products directly or indirectly in nuclear activities listed in the EAR 778.3(b)(1), (2) & (3), whether the items are specifically designed or modified for such activities.
- (d) an end use destined for the design, development, production or use of missiles or missile



projects, or activities related to nuclear, chemical or biological weapons.

The Customer acknowledges that "Products" include technical data subject to the export and re-export restrictions of the EAR.

By placing any purchase order with Dewetron, you warrant that all ordered products are intended to be used within the guidelines listed above. You further recognize and acknowledge that you are subject to certain laws and regulations governing the export of United States technology.

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## PAYMENT TERMS

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Standard payment terms are NET 30 DAYS. Alternate terms must be approved in writing by Dewetron management. Terms written on customer purchase orders are not valid unless explicitly accepted in writing by Dewetron management.

If orders are received showing alternate, unapproved payment terms, the price of the order will be adjusted according to the following schedule:

Net 30 days - list price

Net 45 days - add 3% to the total price

Net 60 days - add 5% to the total price

Net 75 days - add 8% to the total price

Net 90 days - add 12% to the total price

Customers who agree to our terms and yet who historically pay according to longer terms may be assessed these price increases on subsequent orders, at the option of Dewetron.

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## CREDIT TERMS

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The issuance of credit terms to any customer is subject to the approval of the Company's accounting department, and is not guaranteed. This process can be expedited by the prompt response to



requests from the Company for credit references and other information. Customers who are not eligible for credit terms, or who do not wish to apply for them, may purchase via payment in advance, advance wire transfer, credit card, or irrevocable letter of credit (if outside the USA). Credit terms are typically not available to companies or individuals outside the USA, unless we have an existing good history, or the customer is an authorized distributor.

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## FOB, SHIPPING COSTS AND METHODS

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Shipments are made FOB origin, which is Wakefield, RI 02879 USA. Although shipping charges may be shown as \$0 or estimated on price quotes, they will be prepaid and added to the invoice upon shipment, unless other terms are agreed to beforehand. We can also ship on the customer's account, at the customer's option. We have daily shipments from Fedex and UPS.

Marking of "FOB DESTINATION" on a purchase order is not binding upon Dewetron. Our terms are FOB origin unless another arrangement has been made by or explicitly agreed to in writing by Dewetron. We have found that our instruments rarely suffer any damage in transit when packed properly and when sent via air methods. Ground shipments are not available from Dewetron. Customers may specify their own carrier and provide their account number, which we will use for the outbound shipment. Acceptable carriers include FedEx and UPS. Others are possible, so please contact us about this.

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## WARRANTY

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Generally, all hardware components are covered by a limited 1-year warranty covering parts and labor on a depot basis. The Company specifically disclaims any and all warranties, expressed or implied, including but not limited to any implied warranties with regard to any licensed products. Media and consumables, including but not limited to such as hard disks, tape, magnetic or optical media in any form, and paper-based media, are warranted for 90 days.



Any products which have a defect with regard to the materials, production, or any software which is determined to have a bug within the term of the Warranty, will be repaired or replaced. The means of warranty service is at the discretion of DEWETRON.

DEWETRON shall not be liable for consequential damages, indirect damages, loss of profit, loss of interest, damages resulting from claims of third parties or for the loss of data and programs associated with its recovery.

DEWETRON shall only be liable for damages if such damage results from DEWETRON 's gross negligence or intent.

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## WARRANTY EXCEPTIONS

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The warranty is voided by, but not limited to, the following:

Products which are not registered with DEWETRON

Products and/or software of any third party;

Products which are modified and/or changed by any third party including the installation of any third party software;

batteries and wear parts;

and/or if the Product and/or parts thereof have failure and/or damages which are caused by:

- o improper use and/or operation of the Products;
- o environmental influences (humidity, heat, overvoltage, dirt etc.) including natural disasters;
- o any non-compliance with the applicable safety precautions and rules of the Product including its operation;
- o any non-compliance with the operating instructions
- o force and/or violence (e.g. clout, hit, fall);
- o procedure and/or intervention which is not executed by a DEWETRON authorized person;
- o any action and/or intervention which is not authorized by DEWETRON (e.g. repair);
- o upgrades to the operating system of the Products which are not released by DEWETRON.
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The warranty does not include any transportation costs, shipping costs and/or travel expenses of DEWETRON, if any, which might be incurred in connection with the repair of damage to the Products and/or parts thereof.

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## WARRANTY/DAMAGE CLAIM

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All claims must be in writing and include a description of the damage/defects. The client shall notify DEWETRON of visible damage/defects within one week after the receipt of the delivery. Hidden defects within one week after detection. The above described time periods shall constitute limitation periods.

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## ORDER PROCESSING

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Dewetron is not responsible to join EDI services in order to be paid for the invoice(s) that we send to our customers. By requesting or using payment terms from Dewetron, customer agrees to pay the cost of issuing payment to Dewetron for the products and/or services rendered hereunder. Should the customer require Dewetron to subscribe to any service or pay any amount in order to receive any of the payments due from the customer to Dewetron, Dewetron reserves the right to render an invoice for said amount and customer agrees to pay such invoice.

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## PRICE QUOTES

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It is recommended that you request an official price quotation directly from Dewetron, Inc. Official price quotes are generated only by authorized employees of Dewetron, Inc. and are subject to expiration. They also incorporate the terms & conditions shown on this page by reference. Pricing estimates may be provided by authorized Dewetron partners, but these are not binding upon Dewetron. Therefore, please contact your Dewetron sales professional for an official price quotation from Dewetron, Inc.