



The following terms and conditions will apply to all proposals, quotations and orders for sale by SENSOR SOLUTIONS CORP. ("Seller") of its products (collectively, "Products"). ACCEPTANCE BY SELLER OF CUSTOMER'S ORDER OR CUSTOMER'S ACCEPTANCE OF SELLER'S PROPOSAL, IS EXPRESSLY LIMITED TO AND CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS UNLESS A WRITTEN AGREEMENT SIGNED BY BOTH THE SELLER AND THE CUSTOMER IS PROVIDED WITH THE ORDER. SELLER EXPRESSLY REJECTS ALL ADDITIONAL, INCONSISTENT OR DIFFERENT TERMS, WHETHER IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENTS. CUSTOMER ACKNOWLEDGES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ITS PURCHASE ORDER OR OTHER DOCUMENTS, CUSTOMER'S RECEIPT AND ACCEPTANCE OF THE PRODUCTS WILL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS. SELLER'S QUOTATIONS ARE ESTIMATES ONLY AND ARE NOT BINDING ON SELLER. ALL QUOTATIONS ARE VALID FOR NINETY DAYS UNLESS OTHERWISE STATED IN THE QUOTE. CLERICAL ERRORS ARE SUBJECT TO CORRECTION.

1. Customer will pay the purchase price together with any federal, state, municipal or other tax applicable to this sale, including sales, occupation, use, excise, value added and similar taxes, however denominated. Customer will indemnify Seller against, and hold Seller harmless from, all such taxes. Unless otherwise agreed in writing, prices are subject to change after order acceptance if Product production costs and/or material costs change after order acceptance. Unless otherwise stated on the order, payment is due within 30 days after invoice date. Payments more than 30 days late are subject to a \$10.00 handling fee and a finance charge of 1 1/2% per month. Payments not made within 90 days of the payment due date will be considered in default. Sensor Solutions Corp. reserves the right to add reasonable attorney fees, if placed with an attorney for collection, and the expenses of collection due to any delinquent accounts.
2. Unless otherwise specified, Seller will ship the Products F.O.B. (Customer pays freight and insurance) place of manufacture. For international sales, Seller will ship the Products F.O.B. (INCOTERMS) place of manufacture. Seller will select the carrier unless the carrier is designated by Customer and upon delivery of the Products to the carrier, title and risk of loss will pass to Customer. All shipping charges and special boxing or crating charges are not included in the contract price and will be prepay and add. Any quoted shipment date is approximate. No delay in shipment or delivery will give rise to any liability for damages, including incidental or consequential damages, and Customer by its order waives and releases any such claim.
3. Seller warrants that the Products, when delivered F.O.B. place of manufacture, will be free from defects in title, and will be of a kind as described in the order, provided, however, that this warranty (exclusive of title) shall be limited to material and parts found to be defective and for which claim is made by Customer in accordance with Section 16. Warranty is valid for a maximum of one year from invoice date. If Seller and Customer have not agreed in writing on specifications for the Products, Seller warrants that the Products when delivered (F.O.B. place of manufacture) will meet Seller's Inspection Quality Levels for goods of the type sold in effect on the day of delivery. If Customer has received a Sample or model without specification, Seller's warranty will be satisfied if the Products conform either to the Sample or to Seller's Inspection Quality Levels. If Seller and Customer have agreed in writing on specifications for the Products, Seller warrants that the Products will conform to the specifications in all material respects. In the case that Product's specification performance is dependent on a target or field, Seller's warranty is met if the Product meets agreed upon specification performance on Seller's fixturing, not necessarily Customer's. Seller's warranty will not extend to any Product's that have been subjected to: (a) improper installation or storage; (b) accident, damage, abuse or misuse; (c) modification by any party other than Seller; (d) abnormal or unusual operating conditions or applications; (e) operating conditions or applications above the rated capacity of the Products; (f) operating conditions or applications not made known to Seller in writing prior to the date of the agreement; or (g) a purpose or application in any way different from that for which they were designed. The Seller's liability for defective work or material shall be confined solely to the replacement or repair of defective goods.
4. THE WARRANTIES SET FORTH IN SECTION 3 ARE THE ONLY WARRANTIES RELATING TO THE PRODUCTS AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM CLAIMS OR OTHERS BY WAY OF INFRINGEMENT OR THE LIKE, OR OTHERWISE.
5. All sales are subject to our DISCLAIMER listed on our website www.sensorso.com. A current copy of this disclaimer is available upon request.
6. Customer will defend, at his own expense, any suit which shall be brought against Seller by reason of the manufacture of sale of special parts made to Customer's specifications.
7. Seller shall have the right to stop work at any time and withhold deliveries of any or all of the goods ordered and property relating to said work, if any payment herein stipulated is not made promptly as agreed or upon proof of Customer's inability to pay as agreed, and thereupon the selling price of hours and material in process at such date shall be due and payable. Seller reserves the right even after partial shipment to require from Customer satisfactory security for the performance of Customer's obligations before proceeding with the work or shipping it.
8. Customer will allow extra charges for authorized changes.
9. Customer will have a responsible member of his company approve all designs made by Seller. Seller will correct any errors in his designs mutually agreed upon, but will assume no liability for corrections to the designed product.
10. Seller will not be responsible for product performance where the product is manufactured to Customer's own design, prints, or specifications.
11. Seller reserves the right to correct errors in his products. No charges or repair will be accepted without his written authorization.
12. In case Customer furnishes material, a sufficient quantity must be supplied to allow for set up and normal scrap in addition to required quantity. Seller will not be charged for such materials unless approved by him in writing. If Seller is to inspect Customer's furnished material, a charge will be made for the same.
13. If Customer supplies defective material, Seller is to be reimbursed for time and material placed into the order.
14. Should material tolerances be changed due to incorrect material specified by Customer, Seller shall not be held responsible.
15. All sizable and/or long delivery orders are subject to monthly invoicing as the work progresses.
16. Claims for shortages or defective material or workmanship must be made in writing within ten days after the receipt of material by Customer. Customer will not return any Products unless Customer has first obtained a return authorization ("RMA") from Seller. The Seller's sole liability in case of defective material or workmanship is limited strictly to the repair or replacement of the defective material whichever the Seller deems advisable. The Seller does not guarantee the functioning of devices, which the Seller has not designed. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR INJURY TO PERSONS OR PROPERTY, LOST PROFITS OR REVENUE, LOST SALES OR LOSS OF USE OF ANY PRODUCTS. SELLER'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S ORDER, SHALL IN NO CASE EXCEED THE PURCHASE PRICE SET FORTH IN THE ORDER.
17. Customer may cancel any order prior to shipment by written notice to Seller. In such event, Customer will pay to Seller the amount reasonably determined by the Seller to indemnify Seller against all loss resulting from such cancellation.
18. Unless the machine, devices or parts are produced in accordance with Seller's Design, Customer agrees to hold harmless Seller from any and all loss or damage resulting from claims for patent infringements, alleged or proved, arising from its connection as contractors or manufacturers of machines, devices or parts, or for any delays caused by alleged patent infringement claims against it.
19. Unless otherwise stipulated all Dies, Tools, Gages and Fixtures made for use in the performance of the contract will remain the property of the Seller. There will be no additional charge for upkeep, storage or replacement of such Dies, Tools, Gages or Fixtures, but after a period of two years has lapsed since the receipt of any order from the Customer requiring the use of such Dies, Tools, Gages or Fixtures, the Seller may thereafter make any use or disposition of those items as it desires, without any accounting to the Customer for such disposition or the proceeds thereof.
20. Unless otherwise specifically set forth herein, all work to be performed hereunder shall be considered of commercial nature and shall not include magnetic or x-ray inspection.



21. Upon acceptance of this contract, including all conditions of sale after delivery by Seller and payment by Customer, this transaction shall be considered complete and not subject to any further review at any time in the future, except as provided by law and then only by authorized agencies of the Federal government.
22. Sensor Solutions manufactures all parts to order. Should the customer need to cancel an order, the customer shall be liable for reasonable cancellation charges. Unless otherwise arranged in writing, parts are non-returnable.
23. Unless such specification sheet is marked preliminary, Seller warrants all products to the specifications listed on the sheet shipped with the product. The liability for such warranty shall be limited to the replacement of the product that has failed or fails to meet its published specification. Customer accepts all liabilities for exceeding any specification.
24. Sensor Solutions is a legal entity formed in Colorado, all transactions hereunder shall be governed by the laws of the State of Colorado, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to the exclusive jurisdiction of the courts of Colorado.
25. Unless directly indicated in Sensor Solutions' Product Specifications Sheet, Sensor Solutions' products may contain lead in the solder and therefore may not be RoHS compliant. It is solely the responsibility of the Customer to determine whether they require Sensor Solutions' Products to be RoHS compliant. Customers must communicate this requirement in writing, and receive written confirmation confirming product to be compliant. Sensor Solutions only warrants that product sold as RoHS compliant meet this certification, and assumes no liability for miscommunication, misuse or misrepresentation of non compliant product.
- 26. Tariffs and Material Price Increases:** In the event that any raw stock purchased by Seller and used in Customer's Products has an unexpected tax, tariff, or non standard price increase, Seller has the right to re-quote any products that will be affected by the increased material cost. This re-quote right is valid even if the original quotation is within the "Quote Valid" period, or has been accepted and is within a scheduled out "Blanket" agreement. In the event that Customer cancels an open order based on the re-quote, Customer must notify Seller in writing; and Customer will be financially liable for all Supplier's labor time spent and material received against any open orders prior to the written cancellation.

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