

## TA Instruments – TERMS AND CONDITIONS OF SALE

1. Unless otherwise provided for on the face of this document title to the goods shall pass to Buyer and the Seller's liability as to delivery shall cease upon making delivery of goods to the carrier at the shipping point in good condition, the carrier acting as Buyer's agent.
2. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY WARRANTY OF FITNESS OR MERCHANTABILITY), EXCEPT AS EXPRESSLY STATED HEREIN AND IN ANY WARRANTY POLICY STATEMENTS ATTACHED HERETO. IN THE EVENT OF A BREACH OF ANY SUCH WARRANTIES, BUYER'S EXCLUSIVE REMEDIES SHALL BE THE REMEDIES SET FORTH HEREIN AND IN ANY SUCH WARRANTY STATEMENT. Subject to the exceptions and upon the conditions specified herein or on the face hereof or in any warranty policy statement(s) attached hereto. Seller agrees to correct, either by repair or, at its election by replacement, any defects of material or workmanship which develop within one (1) year after installation, or 18 months from shipment (whichever comes first), of the instrument to the original purchaser, provided that investigation and factory inspection by the Seller discloses that such defect developed under normal and proper use. The exceptions and conditions mentioned above are the following.
  - (a) Some components and accessories by their nature are not intended to and will not function for the warranty period. If any such component or accessory manufactured by Seller and part of the item sold fails to give reasonable service for a reasonable period of time, Seller will, at its election replace or repair such component or accessory. What constitutes reasonable service and what constitutes a reasonable period of time shall be determined solely by Seller after Seller is in possession of all the facts concerning operation conditions and other pertinent factors and after such component or accessory has been returned to Seller, transportation prepaid.
  - (b) With respect to consumables and supplies for the equipment, Seller shall replace at its expense any consumables or supplies that are or become unsuitable for use prior to the expiration date stated on the package (or, if no expiration date is stated, a reasonable period after shipment, as determined solely by Seller), provided that such consumables and supplies were shipped, handled and stored in accordance with Seller's instructions.
  - (c) All items claimed defective must be returned to Seller, transportation charges prepaid, and will be returned to Buyer with the transportation charges prepaid. Seller will be released from all obligation under its warranty in the event repairs or modifications are made by persons other than its own or service personnel authorized by it unless such repairs by others are made with the written consent of Seller.
  - (d) The Seller is not obliged to incorporate into the equipment any design, engineering, or performance change development after delivery of equipment to the original purchaser. Seller expressly disclaims any liability to its customers, dealers and representatives, and to users of its products, and to any other person or persons for special or consequential damages of any kind and from any cause whatsoever arising out of or in any way connected with the sale, handling, repair, maintenance or replacement or arising out of or in any way connected with the use of said products. No employee, agent or representative of Seller is authorized to make any written or oral statements on behalf of Seller that are inconsistent or in conflict with, or would modify or expand, any warranty made or remedy described herein [or any warranty policy statement] and purchaser is not entitled to rely on any such statements unless they are reduced to writing and signed by the Seller.
3. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed, and failure to give notice of claim within ninety (90) days from date of delivery or the date fixed for delivery, or as otherwise provided herein, in paragraph 2, shall constitute waiver by Buyer of all claims in respect to such goods. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of Seller. Goods shall not be returned to Seller without Seller's permission.
4. The terms of payment applicable to this order are Seller's regular terms of those specifically quoted to Buyer. In the event Buyer fails to fulfill the terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security. All bills not paid at maturity will be subject to a late payment service charge of the 18% per annum on the outstanding amount owing.
5. Buyer shall reimburse Seller for all taxes, excise duties, or other charges which Seller may be required to pay to any Government (national, state or local) upon the sale, production or transportation of the products sold hereunder.
6. No liability on part of the Seller shall result from delay in performance of this agreement, directly or indirectly caused by fire, explosion, accidents, flood, labor trouble or shortage, war, act of or authorized by any Government, inability to obtain suitable material, equipment, fuel, power or transportation, or act of God or arising from contingencies, happenings, or causes beyond the control of the party affected. Items so affected by any such circumstances may be eliminated without liability, but this agreement shall otherwise remain unaffected.
7. Seller warrants that the use or sale of the product delivered hereunder will not infringe the claims of any United States patent covering the product itself, but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process, and does not warrant against infringement that may arise from conforming the warranted product to specification furnished by Buyer to Seller.
8. This contract is not assignable or transferable by Buyer, in whole or in part, except with the written consent of Seller. Seller may assign its rights under this Agreement.
9. Seller warrants that all goods covered hereunder will have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
10. Upon request and at its discretion the Seller will furnish such technical advice or assistance as is available in reference to the use of its product by Buyer. However, Seller does so solely on the condition that qualified persons employed by Buyer will evaluate such advice or assistance with regard to suitability for Buyer's purposes. It therefore is expressly understood that Buyer use of such advice or assistance will be at Buyer's own risk - Seller assumes no obligation or liability for such use or the results obtained.
11. The laws of the State of Delaware shall govern this contract.
12. In the event of inability for any reason to supply the total demands for the material specified herein, Seller may allocate its available supply among any or all purchasers, as well as departments and divisions of the Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result there from.
13. In the event that an annual purchase contract covering the goods to be purchased hereunder is in effect between the Seller and Buyer at the date of this transaction, the terms and conditions contained therein will control this transaction with respect to those goods so covered to the extent that the terms and conditions contained in such annual purchase agreement are inconsistent with the terms and conditions of this Agreement or contain terms and conditions that are in addition to those contained in this Agreement.
14. Except as otherwise provided in paragraph 13, this agreement [and any warranty policy statement attached hereto] contain all the terms and conditions with respect to the sale and purchase of the material named herein, and no modification of these terms and conditions shall be of any force unless such modification is reduced to writing and signed by the party claimed to be bound thereby.