

These Terms and Conditions apply to all CONTROLS GROUP USA, INC ("CONTROLS") sales and shall take precedence over and supersede all other communications, negotiations, and prior oral or written statements and Any terms and conditions which appear in Purchaser's order or in any documents incorporated by reference in Purchaser's order. No term or condition additional to or different from these Terms and Conditions shall become part of the contract unless explicitly agreed to in writing by CONTROLS.

1. **Pricing and Taxes** — Unless otherwise quoted, prices shall be those in effect at time the order is accepted. All quoted and printed are in US dollars, F.O.B. Origin (Elgin, IL), freight prepaid and charged back, and exclude shipping and taxes. Under this term, CONTROLS pays freight charges and adds them to the invoice; Buyer bears freight charges, owns goods in transit and files claims (if any). Sales taxes will be added to the invoice where applicable unless Buyer provides an appropriate exemption certificate. Prices are exclusive of installation and commissioning unless otherwise specified. Prices are subject to change without prior notice.
2. **Title Transfer** — Title and risk of loss shall pass to Buyer as soon as the products have been made available for a carrier.
3. **Clerical Errors** — We reserve the right to correct any accidental errors or omissions on all quotations and invoices.
4. **Orders** — No order shall be binding on us unless accepted by us in writing.
5. **Delivery** — Every effort will be made to adhere to delivery dates, but we shall accept no liability whatsoever to delays in delivery irrespective of the cause, nor for delays in delivery due to circumstances beyond our control. Claims for errors or shortages will not be entertained unless notified to us within three days of receipt of goods.
6. **Payment Terms** — For domestic shipments, standard terms are Net 30 Days on approved credit up to credit limit. Other terms may be negotiated. For export shipments, 100% cash in advance or by special terms accepted by CONTROLS when placing the order. Buyer may not withhold or set off any payment as a consequence of any counterclaim of Buyer. Invoices are subject to a monthly 2% service charge on past due balances.
7. **Collections** — We reserve the right to charge any legal or other costs incurred in placing any outstanding accounts into the hands of our solicitors including any costs and disbursements charged to us on a solicitors and own client basis.
8. **Amendments or cancellations** — Amendments or cancellations to any order will be accepted only by prior agreement. Orders cancelled before delivery will be subject to a cancellation fee.
9. **Return of Goods** — Items may not be returned without prior written consent from CONTROLS. Return Merchandise Authorization (RMA) request forms are available on our website or by calling Customer Service. Returns must be requested within 30 days of delivery date. All returns are subject to a 25% restocking charge (\$20 minimum) unless otherwise stated. Items must be in new, unused condition and sent back in the original or equivalent packaging including all accessories. Any use and/or damage by

Customer, or due to Customer's improper repacking, is subject to further charges as necessary to return the item to a resalable condition. Customer is responsible for all shipping charges; COD returns will not be accepted.

10. **Damage or loss in transit** — When shipments leave CONTROLS' warehouse, items are in new condition and packed to withstand normal shipping risks. The Customer is responsible to check all packages for damage or loss before accepting any shipment. Any apparent damage or loss to the shipment must be noted on the bill of lading and CONTROLS must be notified immediately to begin the claim filing process. If damage is not reported within 3 business days, the shipment is deemed to have been accepted by Buyer. CONTROLS is not responsible for shipments accepted by the Receiver. Additionally, Buyer is responsible for opening and examining each shipment for concealed damage, errors, and shortages. These must be reported within 10 business days, after receipt of shipment, otherwise CONTROLS is not responsible or liable.
11. **Repairs** — We are not responsible for damage occurring in transit to goods sent to us for repair or examination, nor for incidental damage to glass apparatus and delicate instruments in the course of repair howsoever caused. When no order has been placed for the repair or examination we may charge for time involved in the preliminary examination and the re-assembly of any article. Any goods returned for repair must be approved by us prior to shipment and must be accompanied by an RMA number. It should be sent carriage paid, clearly labelled with the senders name and address and the corresponding RMA number on the outside of the box, and must include a letter detailing the work required.
12. **Drawings and sketches** — We reserve the right to charge for the preparation of all drawings or sketches prepared for the submission of quotations or orders and all such drawings or sketches will remain our property.
13. **Catalogues, leaflets, etc.** — Illustrations and descriptions of goods on our web site or in our catalogues and other literature are believed to be correct at the time of going to press. However with our policy of continuous development and improvement of our product range, illustrations, descriptions, materials and specifications are subject to alteration without prior notice.
14. **Copyright** — The contents and arrangements of all catalogues and any other literature published by us are protected by copyright and may not be reproduced or used in whole or in part without our written permission.
15. **Warranty terms and responsibility** — Unless otherwise notified, CONTROLS guarantees to the purchaser that his products carries a warranty for the period mentioned below commencing from the date of shipment:
  - 2 years for compression and flexure machines included in section 50 of CONTROLS' range;
  - 1 year for any other product within CONTROLS' range.Subject to the compliance to all installation, use, storage, maintenance and operating instruction, CONTROLS will repair or replace free of charge any defective part or parts of the product, if the defect is due to faulty material or workmanship. Warranty involves repairing of defective product/parts and does not entitle purchaser for the replacement of complete product.

This warranty excludes damage from or repairs resulting from neglect, abuse, normal wear and conditions, modifications or alterations, repairs attempted by anyone other than CONTROLS and failure to comply with installation, maintenance or operating instructions. Also excluded are damages caused by acts of God, electrical supply irregularities or other occurrences beyond our control. CONTROLS will not be held responsible for and will not pay for any lost profits, incidental, consequential, or special damages.

CONTROLS obligation under this warranty is limited to the repair or replacement at its factory, defective part or parts or product shall be returned to CONTROLS, transportation charges prepaid by the sender. This warranty does not cover consumables or any part subject to be worn out by the normal use. This warranty shall not apply to any products or part of products which have been repaired or altered outside of CONTROLS factory or without CONTROLS' authorization; or have been subjected to misuse, negligence or accident; or have been used in a manner contrary to CONTROLS' instructions.

In the case of any goods not manufactured by CONTROLS but supplied by them or incorporated within the Company's goods, CONTROLS is unable to provide any warranty but will assign to or pass on to the Customer the benefit of any such warranty that CONTROLS shall itself have received from its own supplier.

For the return of defective part or parts, a written authorization (RMA) must be obtained before the returning of any material for any reason whatever. Please refer to CONTROLS web site – section Service.

16. **DISCLAIMER.** OTHER THAN THE WARRANTIES SET FORTH IN THIS SECTION 15, CONTROLS DISCLAIMS ALL WARRANTIES WITH RESPECT TO CONTROLS' PRODUCTS, INCLUDING THE PERFORMANCE THEREOF AND THE ACCURACY OF DATA GENERATED FROM THE USE THEREOF, AND ANY SERVICES PROVIDED TO CUSTOMER, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.
17. **Disclaimer of Responsibility** — Use of products may involve hazardous procedures and materials. The user is solely responsible for using these products in a safe and responsible manner as outlined in the appropriate published test procedures, operating instructions, warning labels and applicable regulatory requirements. Neither CONTROLS nor other manufacturers of equipment sold by CONTROLS can assume any liability expressed or implied for user's failure to follow industry standards for safety and health, or to comply with applicable regulatory limitations, standards and procedures.
18. **Indemnification** — Buyer agrees to defend, indemnify and hold completely harmless CONTROLS from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or related to Buyer's use of any items purchased from CONTROLS.
19. **Waiver** — The failure of CONTROLS to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

20. **Export Restrictions** — Buyer shall comply with the Export Administration Regulations of the U.S. Department of Commerce and all other applicable laws, regulations, treaties, and agreements relating to the export, re-export, and import of any product.
21. **Governing Law** — Any contact, relationship, agreement or arrangement shall be governed by and construed in accordance with the laws of the U.S. State of Illinois without regard to its principles of conflicts of laws. Each party hereby consents to personal jurisdiction in any action brought in the state and federal courts located in Chicago, Illinois, U.S.A. and arising out of or in connection with any Contract and waives any objection to venue in any such court or to any claim that any such court is an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract.
22. **No Assignment** — The customer may not assign to a third party the benefit of burden of any contract without our consent in writing.