

Sales Terms and Conditions

Terms and Conditions will apply to all quotations and orders for sale by SENSORONIX, INC. ("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 THIRTY DAYS UNLESS OTHERWISE STATED IN THE QUOTE. CLERICAL ERRORS ARE SUBJECT TO CORRECTION.

Payments: Customer will pay the purchase price together with any federal, state, municipal or other tax applicable to this sale. Upon establishing credit terms, Payment shall be due 30 days from date of invoice, subject to credit approval unless other terms are agreed upon by both Sensoronix and the customer. Payments more than 30 days late are subject to a finance charge of 3% per month. Payments not made within 90 days of the payment due date will be considered in default. All banking charges and transfer fees are to be paid by the Buyer so that the amount received by Sensoronix, Inc. should be the exact amount invoiced to Buyer. All payments are to be made in United States Dollars (USD). Any tax, duties and custom fees required for transactions by any federal, state, or local government authority shall be paid by the Buyer, in addition to the quoted or invoiced price. Sensoronix, Inc. 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.

Shipments: unless otherwise specified, Seller will ship the Products F.O.B. (Customer pays freight and insurance if required) 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 are not included in the contract price and will be prepay and add. Any quoted shipment date is approximate. On shipment of contract goods by Sensoronix, the buyer acquires immediate ownership of goods. Risk of loss shall pass to the customer on leaving Sensoronix premises. 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.

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.

Warranty: Every product manufactured at Sensoronix, will be covered by the company warranty under normal conditions for 12 months after the time of shipment to customer. Seller warrants that the Products, when delivered F.O.B. place of manufacture, will be free from defects in title, and will be as described in the order. 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.

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.

Customer Approval: 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.

Product Designed by Customer: Seller will not be responsible for product performance where the product is manufactured to Customer's own design, prints, or specifications.

Modification and Repair: Seller reserves the right to correct errors in his products or make any modifications to the product per customer's request. No charges or repair will be accepted without his written authorization.

In the event customer furnishes material, a sufficient quantity must be supplied to allow for set up and normal scrapin addition to the required quantity. Seller will not be charged for such materials unless approved by writing. If Seller is to inspect customers furnished materials, a charge will be made for the same. If customer supplies non-conforming material. Seller is to be reimbursed for time and material placed into order. Should material tolerances be changed due to incorrect material specified by customer. Seller shall not be held responsible.

Seller reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity that varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered

RMA: 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.

Cancellation: 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.

Sensoronix, Inc. 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.

Completing the Contract: 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.

The validity, performance, and construction of this order shall be governed by the laws of the State of California, and the buyer further submits itself to the jurisdiction of said courts in the event Sensoronix elects to institute any action in said courts.

Acceptance of these terms and conditions is evidenced by receipt of product and/or payment of invoice.