

SOUTH FORK INSTRUMENTS, INC. TERMS AND CONDITIONS OF SALE

1. **PRICES** – Unless otherwise agreed to in writing, South Fork Instruments, Inc. prices are exclusive of packing, taxes, shipping and insurance. Our default shipping terms are FCA Origin.
2. **QUOTATION** – Unless otherwise indicated therein, South Fork Instruments, Inc. quotations shall be valid for thirty (30) days date of issuance.
3. **PURCHASE ORDERS** – Purchase orders must specify the model number, options and quantities of each product ordered, and the requested shipping dates, shipping destinations, freight carrier and invoice point. Oral purchase orders will be accepted only subject to written confirmation by South Fork Instruments, Inc.. Unless previously agreed in writing, Customer's submission of a purchase order shall be deemed acceptance of these terms and conditions to the exclusion of any other terms or conditions appearing in such purchase order. South Fork Instruments, Inc.'s acceptance of Customer's purchase order is expressly made conditional upon Customer's assent to these terms and conditions, which assent shall be presumed conclusively from Customer's failure to promptly object in writing at least 1 day before shipment takes place or from Customer's acceptance of any or all of the products ordered.
4. **SCHEDULING OF SHIPMENTS**- Customer may request in its order that products be shipped according to a specific shipping schedule. South Fork Instruments, Inc. will schedule shipments based on Customer's request and South Fork Instruments, Inc.'s shipping capability at the time Customer's order is accepted. Upon such acceptance, South Fork Instruments, Inc. will issue an acknowledgment, which will indicate the estimated shipping dates.
5. **RESCHEDULING, CHANGE ORDERS, CANCELLATION AND RESTOCKING** – Customer may request that orders be rescheduled, changed, cancelled or restocked only by written request submitted to South Fork Instruments, Inc. Order Administration. All such requests shall be subject to acceptance by South Fork Instruments, Inc. and its vendors. South Fork Instruments, Inc. and its vendors may reject a request to reschedule a shipment based upon stage of production. Any request to reschedule or cancel any shipment after the shipment has left South Fork Instruments, Inc. or its vendors shipping dock in the case of drop shipment will be rejected as untimely or, at the option of South Fork Instruments, Inc., may be accepted subject to payment of a rescheduling or cancellation charge. Change orders will be subject to a change fee and at the option of South Fork Instruments, Inc. and its vendors, an additional restocking fee in the case where order was to be fulfilled with equipment expressly manufactured for the customer. Where order cancellation is granted, cancellation charges according to the following schedule will be applied:
Two weeks or less prior to the delivery date: 100% of the order total
Four weeks or less prior to the delivery date: 80% of the order total
Up to six weeks prior to the delivery date: 60% of the order total
Equipment will only be accepted back for restocking provided it is in a new and saleable condition. An estimate of the restocking value of the equipment will be given when agreement to restock is made. Equipment for restocking must be returned to origin freight prepaid. Upon receipt, inspection will be carried out and a final restocking value will be determined.
6. **SHIPPING AND DELIVERY**- South Fork Instruments, Inc. will use its best efforts to ship on or before the estimated shipping dates indicated in South Fork Instruments, Inc. acknowledgment, except that South Fork Instruments, Inc. will not ship before Customer's requested shipping dates if Customer's order so instructs. South Fork Instruments, Inc. shall not, in any event, be liable for any delay or failure to deliver resulting from circumstances which are beyond South Fork Instruments, Inc.'s reasonable control or which would cause South Fork Instruments, Inc. to incur unreasonable expense in order to avoid such delay or to affect such delivery.
Delivery shall be FCA Origin or otherwise agreed upon terms. All shipments will be packaged and a packing/crating charge may be added to all invoices in the absence of alternative arrangements being made by Customer. In the absence of specific written instructions from Customer, South Fork Instruments, Inc. will select the carrier, but South Fork Instruments, Inc. shall not thereby assume any liability in connection with the shipment. If products are shipped freight prepaid, South Fork Instruments, Inc. will bill Customer a freight charge for each shipment and if such shipments are insured, South Fork Instruments, Inc. will bill Customer. Freight and insurance charges will be shown on invoices as freight or other separate items. Discrepancies must be reported within 5 days of receipt of material. Claims for damage in shipment, which was made under FCA terms, must be filed with carrier. No returns will be accepted without prior written authorization.
7. **EXPORT RESTRICTIONS**- Customer shall neither export nor re-export, directly or indirectly, any product purchased hereunder, or the direct product thereof, to any country to which such export or re-export is restricted by United States law or regulation without the prior authorization, if required, of the office of Export Administration, Department of Commerce, Washington, D.C.
8. **TITLE, RISK OF LOSS AND SECURITY INTEREST**- Under shipment terms FCA, title and risk of loss for all products shall pass to Customer upon delivery of the products by South Fork Instruments, Inc. or its vendor to the carrier. South Fork Instruments, Inc. reserves a security interest in each product shipped until the entire amount due therefore has been paid.
9. **TAXES**- Any and all state and local sales, use, excise, value added, privilege, and similar taxes imposed on South Fork Instruments, Inc. or which South Fork Instruments, Inc. has a duty to collect in connection with the sale, delivery, or use of any product will appear as separate items on the invoice and will be paid by Customer. If sales to Customer are exempt from such taxes, Customer shall furnish to South Fork Instruments, Inc. a certificate of exemption or any other required document from the applicable taxing authority.
10. **INVOICES AND PAYMENT**- South Fork Instruments, Inc. shall submit an invoice to Customer for each shipment at the time of shipment. South Fork Instruments, Inc. shall submit an invoice to Customer for any rescheduling or cancellation charge whenever such charge is assessed. All invoices shall be submitted to the invoice point specified in Customer's purchase order. Payment terms are cash upon delivery or, at the option of South Fork Instruments, Inc., net thirty (30) days from the date of the invoice. Any other payment terms are subject to acceptance in writing by South Fork Instruments, Inc.. All payment shall be made in the original billing currency, except where contractual agreements specify otherwise. South Fork Instruments, Inc. retains the right to change its credit terms at any time upon notice to Customer when, in the opinion of South Fork Instruments, Inc., Customer's financial condition or record of payment so warrants. Should Customer become delinquent in the payment of any amount due hereunder, South Fork Instruments, Inc., at its option and upon notice to Customer, may suspend performance under any outstanding order. Interest will accrue on past due accounts at the rate of 1.5% per month until the account is settled in full. South Fork Instruments, Inc. reserves the right to assign delinquent accounts to collection agencies. All charges related to collection shall be the responsibility of the customer. South Fork Instruments, Inc. reserves the right to include a currency surcharge to invoices should exchange rates vary between USA and Country of Origin after Customers purchase order is received and acknowledged.
11. **WARRANTY**- South Fork Instruments, Inc. offers no warranty directly for any product supplied by one of its vendors. The vendors warranty shall be observed in all cases. South Fork Instruments, Inc. shall not be obligated to arrange or furnish warranty service: a) to repair damage resulting from attempts by personnel other than South Fork Instruments, Inc. or contracted manufacturers' representatives to install, repair or service the product; b) to repair damage resulting from improper use or connection to incompatible equipment; c) to repair a product that has been modified without agreement by the vendor; or d) repair a product integrated with other products when effect of such integration increases the time or difficulty of repairing the product.
12. **THIS WARRANTY IS GIVEN BY SOUTH FORK INSTRUMENTS, INC. AND ITS VENDORS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. SOUTH FORK INSTRUMENTS, INC. AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOUTH FORK INSTRUMENTS, INC. AND ITS VENDORS RESPONSIBILITY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THIS WARRANTY. SOUTH FORK INSTRUMENTS, INC. AND ITS VENDORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IRRESPECTIVE OF WHETHER SOUTH FORK INSTRUMENTS, INC. OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**
13. **LIMITATION OF LIABILITY** – EXCEPT AS PROVIDED IN THE PRECEDING SECTION REGARDING INFRINGEMENT, IN NO EVENT SHALL SOUTH FORK INSTRUMENTS, INC. OR ITS VENDOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S PURCHASE OR USE OF ANY PRODUCT, EVEN IF SOUTH FORK INSTRUMENTS, INC. OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
14. **WAIVER**- The failure of either party to enforce at any time any provision of these terms and conditions shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, either express or implied, of any breach of any of these terms and conditions shall be construed as a waiver of any other breach of such term or condition.
15. **ASSIGNMENT**- Customer may not assign or otherwise transfer its rights or obligations hereunder without the prior written consent of South Fork Instruments, Inc.. No attempt to assign or transfer in violation of this provision shall be valid or binding upon South Fork Instruments, Inc..
16. **GOVERNING LAW**- The rights of the parties hereunder shall be governed by the laws of the State of California.
17. **ATTORNEYS FEES**- If litigation is commenced by either party to enforce any provision of any contract including these terms and conditions, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.
18. **NOTICES**- All notices required or authorized by these terms and conditions shall be given in writing and shall be deemed effective upon receipt. Notices to Customer shall be sent to the address shown in Customer's order. Notices to South Fork Instruments, Inc. shall be sent to South Fork Instruments, Inc. Order Administration.
19. **OTHER AGREEMENTS**- These General Terms and Conditions will apply except to the extent a fully executed South Fork Instruments, Inc. OEM, Distributor, VAR or other agreement exists between South Fork Instruments and the Customer.