

TERMS AND CONDITIONS

GENERAL

It is understood that addressee on the face hereof constitutes *Buyer* and **ENMET, LLC** constitutes *Seller* as used herein. In case of conflict, provisions on the face hereof shall take precedence over those printed below.

ENTIRE CONTRACT

It is understood and agreed that the quotation constitutes the sole terms of this proposal and that any prior conversations, agreements, or representations in conflict with these terms are not binding upon Seller. No modification of, or addition to, or waiver of, any of the terms and conditions hereof will be effective unless agreed to in writing by the Seller.

DELIVERY

Unless Seller otherwise specifies, delivery will be made: FOB Ann Arbor, MI and or FOB Bowling Green, KY. Title and risk of loss shall pass to Buyer at that point. Shipping and handling charges will be Prepaid and Added to Buyer's Invoice. Buyer may request shipping be charged to their own account with a preferred carrier. Seller shall have the right to choose means of transportation and to route shipment when specific instructions are not included with Buyer's order. Seller agrees to deliver the goods and services, within the time, in accordance with specifications, at the prices specified on the face hereof. Buyer's orders to this quotation are not subject to cancellation or deferment of delivery without indemnification of loss to the Seller resulting there from. Seller shall not be liable to Buyer for any loss or damage sustained on account of this delay or nonperformance due to causes beyond Seller's control and without his fault or negligence. Where performance of the terms of this quotation is contingent upon timely delivery of goods or services by the Buyer and such delivery is in default, Seller shall be indemnified for any damage or loss resulting there from, and/or by extension of Seller's delivery commitment, as applicable.

PAYMENT TERMS

Payment Terms are Net 30 Days from date of shipment from Seller unless otherwise noted. All shipping and handling costs will be charged to Buyer on a Prepaid and Add basis. Buyer has the option of paying for shipping by charging its own account with a carrier.

CHANGES

Any changes of scope of an order to this quotation involving a change of cost and/or delivery schedule will be accepted only upon the basis of a duly authorized change order from the Buyer. Seller shall not be liable for loss or damage due to changes or corrections necessary as a result of Buyer's design errors.

WARRANTY

The Seller warrants new instruments to be free from defects in workmanship and material under normal use for a period of one year from date of shipment. The warranty covers both parts and labor excluding calibration and expendable parts such as filters, detector tubes, batteries, etc. If the inspection by the Seller confirms that the product is defective, it will be repaired or replaced at no charge, within the stated limitations, and returned prepaid to any location in the United States. The Seller shall not be liable for any loss or damage caused by the improper use or installation of the product. The Buyer indemnifies and saves harmless the Seller with respect to any loss or damages that may arise through the use by the Buyer or others of this equipment. This warranty is expressly given in lieu of all other warranties, either expressed, implied or statutory, including that of merchantability, and all other obligations, or liabilities of ENMET, LLC for damages arising out of or in connection with the use or repair or performance of the product. In no event shall ENMET, LLC, be liable for any indirect, incidental, special or consequential damages or for any delay in the performance by ENMET, LLC, which may arise in connection with this equipment. ENMET neither assumes nor authorizes any representatives or other persons to assume for it any obligation or liability other than that which is set forth herein. Buyer agrees to indemnify and save harmless Seller from any damage or loss from lawsuits against Seller by reason of manufacture of sale of materials, parts, or use of processes resulting from Buyer's design specifications. Any patent, design, pattern, tool, die, jig, fixture, drawing, test equipment, or process furnished by Seller; whether possessed by the Seller before the date of this quotation, or devised or acquired by Seller during performance of the terms of this quotation, shall remain the property of the Seller except by specific stipulation on the face hereof. Seller reserves the right, without liability, for damage or loss, to destroy Buyer's drawings, specifications, patterns and special tools supplied by Buyer for performance of the terms on the face hereof, unless Buyer gives notice of the disposition of such items.

RETURN POLICY

All returns for credit must be approved in advance by ENMET, LLC. Such returns are subject to a minimum \$100.00 or 25% restocking charge, whichever is greater. **Approval of equipment for return is totally at the discretion of ENMET, LLC.** All requests for return/exchange must be made no later than 30 days of the original shipping date from ENMET. The actual amount of any resulting credit will not be determined prior to a complete inspection of the equipment by ENMET. Calibration gas cylinders cannot be returned or restocked.