

Filtronetics, Inc. – Terms and Conditions of Sale

1) Acceptance/Governing Terms: These Terms and Conditions of Sale (“Agreement”) shall apply to all sales of products and services by Filtronetics, Inc. a Missouri Corporation. As used in these Terms and Conditions of Sale, “we” and “our” shall refer to Filtronetics, Inc. and “you” and “your” refer to the customer or the person purchasing goods and services from Filtronetics, Inc. Unless otherwise specifically agreed in writing by the chief executive officer of Filtronetics, Inc. any different or additional terms and conditions proposed by you in a purchase order, response to a quotation, or other proposal are hereby rejected by Filtronetics, Inc. and shall not be incorporated into the Agreement. Your assent to these Terms and Conditions of Sale shall be conclusively presumed from your ordering products or services quoted by Filtronetics, Inc. If Filtronetics, Inc. is found to have acknowledged your order, and such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional on your assent solely to these Terms and Conditions of Sale which shall control over any conflicting or inconsistent terms and conditions and form part of the acknowledgement and acceptance by you of any Filtronetics, Inc. products and services and shall be deemed to constitute such assent. If any quotation or other document provided to you by Filtronetics, Inc. is deemed to constitute and offer to you, your acceptance of such offer is limited to these Terms and Conditions of Sale.

2) Terms of Payment: Terms of payment for Filtronetics, Inc. products and services shall be as follows:

Advance payments as per invoices; otherwise net due in 30 days from date of invoice unless other arrangements have been agreed upon. Filtronetics, Inc. reserves the right to charge and you agree to pay a service charge of 1.5% per month, compounded monthly, on any balance which you have not timely paid and which is past due from the agreed upon terms. Should it be necessary for Filtronetics, Inc. to institute collection processes to collect any past due amounts from you, Filtronetics, Inc. shall be entitled to recover its costs and expenses, including, without limitation, attorney’s fees and other associated legal costs. Notwithstanding the acceptance of an order from you by Filtronetics, Inc., Filtronetics, Inc. reserves the right not to ship material to you in the event you are not paying in accordance with agreed terms, or in the sole opinion of Filtronetics, Inc. you may be unable to meet your payment obligation to Filtronetics, Inc. when due.

3) Freight Terms: Domestic Shipments Unless your purchase order plainly states your shipping payment terms and shipper account number, Filtronetics, Inc. will prepay freight charges and add them to your invoice. **International Shipments** are shipped collect/ex works, no exceptions are allowed. You are responsible for any freight surcharges as charged by the shipping companies and agree to pay for those charges along with all other properly invoiced amounts. For any shipment outside the continental United States, you should consult Filtronetics, Inc. regarding any special freight matters.

4) General: United States export Regulations require Filtronetics, Inc. to verify the end use and end user in all sales and repairs including drop shipments of US manufactured products and other foreign manufactured products from Filtronetics, Inc. facility. This also includes all transfers of technical data or software to ensure compliance with applicable US export control laws and regulations. Because the products you are purchasing or technical data you have requested may be exported and used outside of the United States, Filtronetics, Inc. requires the following certification be completed and returned to Filtronetics, Inc. <http://www.filtro.net/center/endusecert.pdf>

5) Claims Terms: Title to all products shall pass from Filtronetics, Inc. to you upon execution of a bill of lading or tender of freight to carrier’s agent or your agent; whichever shall first occur. All claims for loss or damage in transit must be made by you or the consignee to the specific carrier.

6) Shipping Dates: Shipping dates are approximate and are based on conditions existing at the time of Filtronetics, Inc. receipt of your firm order and full information. Filtronetics, Inc. will in good faith endeavor to ship by the estimated shipping date but it shall not be responsible for any delay or any damage arising there from, including without limitation direct, consequential, incidental or indirect damages, losses or claims.

7) Returns: No goods or materials may be returned by you without prior written authorization in the form of a Return Materials Authorization (RMA).

8) Cancellations: Orders placed with Filtronetics, Inc. are non-cancellable and non-returnable. Changes to the Order may be made at our sole discretion and only an increase (not a decrease) in quantity will be accepted. Additional charges for any changes may apply.

9) Warranty: Filtronetics, Inc. warrants all products for a period of one year from date of shipment to remain free from defect in materials and workmanship. This warranty excludes any condition of Filtronetics, Inc. products and their component parts resulting from fire, accident, abuse, negligence, objects striking the products, or corrosive atmospheres such as chemical fumes, alkaline, acidic or other chemical atmosphere or any products which may have been altered or repaired outside of Filtronetics, Inc. manufacturing plant. Should Filtronetics, Inc. products exhibit a condition or deterioration in breach of this warranty, Filtronetics, Inc. obligation is solely to replace such products. We will not be liable for any incidental or consequential damages.

10) Limitation of Liability: In no event shall Filtronetics, Inc. or its suppliers be liable for any damages whatsoever (including, without limitation damages for loss of business profits, business interruption, loss of business information or other pecuniary loss such as incidental or consequential damages arising out of the use of or inability to use Filtronetics, Inc. products or their failure or effect on your business.

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