

## General Conditions of Sale and Delivery

### 1. General Provisions

All quotations are made and purchase orders are accepted on the following terms and conditions. Notwithstanding any different or additional terms that may be embodied in your purchase order, your order is accepted only on the condition that you expressly assent to these terms and conditions.

### 2. Minimum orders

\$250 net price from Baumer.

For orders and local service, please contact the nearest Baumer Authorized Stocking Distributor.

### 3. Payment Terms

Net 30 days. A finance charge of 1.5 % per month will be added to delinquent accounts. These terms are subject to the approval of our credit department.

### 4. Legal Fees and Collection Costs

You will be responsible for any and all costs incurred by Baumer Ltd. in the collection of delinquent accounts and any other actions which require legal recourse.

### 5. F.O.B. Points

Products are shipped F.O.B. Southington, CT.

### 6. Price

The quoted prices are our current prices, but it is agreed that the prices to be paid by you are our prices in effect at the time of shipment.

### 7. Delivery

Quoted delivery dates are our best estimates and we assume no liability for delays.

### 8. Warranty

We warrant that our products shall be free from defects in material and workmanship for a period of one year from the date of shipment thereof or the products total rated life, whichever first occurs. Within the warranty period we shall repair or replace such products which are returned to us with shipping charges prepaid and which are determined by us to be defective. This warranty will not apply to any product which has been subjected to misuse, negligence, or accident; or misapplied; or used in violation of product manuals, instructions or warnings; or modified or repaired by unauthorized persons; or improperly installed.

### 9. Inspection

You shall inspect the product promptly after receipt and shall notify us in writing of any claims, including claims of breach of warranty, within thirty days after you discovered or should have discovered the facts upon which the claim is based. Your failure to give written notice of a claim within the time period shall be deemed to be a waiver of such claim.

### 10. Limitation of Remedy and Warranty

The provisions of Paragraph 8 are our sole obligation and exclude all other remedies or warranties express or implied, including warranties of merchantability and fitness for a particular purpose, whether or not purposes or specifications are described herein. We further disclaim any responsibility whatsoever to your or to any other person for injury to person or damage to or loss of property or value caused by any product which has been subjected to misuse, negligence, or accident; or misapplied; or used in violation of product manuals, instructions or warnings; or modified or repaired by unauthorized persons; or improperly installed.

### 11. Limitation of Damage

Under no circumstances shall we be liable for any incidental, consequential or special damages, losses or expenses arising from this contract or its performance or in connection with the use of inability to use, our product for any purpose whatsoever.

### 12. Limitation of Actions

No action regardless of form arising out of this contract may be commenced more than one year after the cause of action has accrued, except an action for nonpayment.

### 13. Patents

With respect to any device or equipment of our standard manufacture, we have the right, at our option, and at our expense to defend you (but not your assigns, vendees or users of such devices or equipment) in any action brought against you in any court of competent jurisdiction alleging that such device or equipment in the form or condition as furnished by us infringes any United States patent; and we shall pay any final award of damages assessed against you in any such suit to the extent that such allegations are sustained; provided you promptly notify us of any such charge of infringement or the filing of any such suit, and provided further that you give us full and exclusive control of the defense of such suit. This agreement to defend and indemnify does not apply to allegations either that you actively induced infringement or that you are liable as a contributory infringer. As to goods not of our standard manufacture, we make no warranty, that the goods sold hereunder will be delivered free of the rightful claim of any third party by way of infringement or the like. If the goods are to be furnished to your specifications, you agree to indemnify us and our successors and assigns against all liabilities and expenses resulting from any claim of infringement of any patent in connection with the production, sale, or use of such goods.

### 14. Packing

Any packing requirements other than our standard packaging and commercial container will be invoiced as an extra charge.

### 15. Collateral Promises

There are no representations, warranties, or conditions express or implied, statutory or otherwise except those herein contained, and no agreements or waivers collateral hereto shall be binding on either party unless in writing and signed by you and accepted by us in writing at our Southington office.

### 16. Changes By You

It is understood, that the prices herein are subject to adjustment by us in case of changes by you in specifications, quantities or delivery requirements after our acknowledgment of your order. It is further understood that all warranties, disclaimers, limitations of remedy and warranty, limitations of damages and indemnity agreements as contained in Paragraphs 8, 10, 11, 12 herein together with all other paragraphs hereof shall apply with respect to all goods covered by any such change and that no modification or rescission of any such warranty, disclaimers, limitation of liability for damages or indemnity agreement shall be binding on us unless contained in express writing to that effect signed by us.

### 17. Termination

A. As to contracts to design and develop a special product to meet your own or a customer's requirements, we reserve the right, without any liability whatsoever, to terminate our obligations hereunder if, in our bonafide judgment, the product to be developed or designed will not serve the purposes set forth hereon.

B. You may cancel this order, in whole or in part, upon written notice to us and upon payment of cancellation charges, which shall be the sum of (1) of the order specified price of all goods that have been delivered and not previously paid for, plus (2) the actual cost incurred by us that is properly allocatable to the goods not delivered at the time of decrease or cancellation, including, without limitation, the cost of special components and materials purchased for use in producing such goods, plus (3) the profits, including reasonable overhead, that we would have made from full performance by you, plus (4) the costs of engineering prototypes, testing, tooling, and similar items produced for you, plus (5) the reasonable costs, incurred by us in making settlement and effecting collection hereunder. The buyer may require delivery of any material (except special tools, molds, dies or any other equipment) for which payment is made.

### 18. Taxes

All quotations are exclusive of and subject to the federal, state, and local taxes, if applicable at the point of destination.

### 19. Shipment

We shall attempt to ship in accordance with your instructions and by carrier of your choice. However, final selection of method of shipment and carrier shall be exercised by us entirely at our discretion and as deemed necessary by us.

### 20. Interpretation

Rights and liabilities arising out of any contract with us shall be determined under the Uniform Commercial Code as enacted in Connecticut.

### 21. Special Products

As to contracts to design and develop a special product to meet yours or a customer's requirements, we will use our best efforts to design and develop the product whose purpose and specifications are described herein. However, we do not warrant that the product will be suitable for the intended application.

### 22. Delay or Nondelivery

We shall not be liable for any delay in delivery or failure to deliver hereunder when delivery has been made impracticable by fire, embargo, strike, difference with employees, accidents, acts of God, failure or inability to secure materials from usual sources of supply, or any other circumstances beyond our control, either of the foregoing nature or of any other nature.

### 23. Procedure Upon Impracticability

When we are excused from performance by force of preceding paragraph of the Uniform Commercial Code, you shall have the rights given by Sections 2-615 and 2-616 of the Code, and the procedure provided in those sections shall be followed.

### 24. Effect of Breach on Risk of Loss

Breach of this contract by us shall have no effect on the provisions controlling the risk of loss of the goods, and sections 2-510 (1) and 2-510 (2) of the Uniform Commercial Code shall have no effect on this contract.

### Proprietary Information

If you disclose to us any proprietary information identified as such by you relating to the goods to be sold under this contract, whether such disclosure occurs prior to, contemporaneously with, or subsequent to the formation of this contract, no confidential relationship shall be established by such disclosure and we agree to accord such information the degree of protection we accord our own, similar information, but you agree that your rights against us with respect to such disclosure shall be limited to such rights as you may have under the Patent Laws of the United States. Notwithstanding the foregoing, you agree that our duties under this paragraph shall cease two years from the date hereof.

BAUMER LTD., 5 CENTURY DR., CT 06010 BRISTOL, USA TERMS AND CONDITIONS EFFECTIVE: SEPTEMBER 2015

Technical Data has been fully checked, but the accuracy of printed material is not guaranteed.