

CDS Analytical Terms and Conditions

1. Term of Warranty: Covered Events. Products manufactured by CDS Analytical, LLC herein known as CDS are warranted for one (1) year parts and labor from the date of shipment against defects in materials or workmanship. This warranty does not apply to goods delivered by CDS but manufactured by others, including glassware. CDS does not warrant that the operation of Products will be uninterrupted or error free. CDS will repair or replace, at no charge, parts which are defective and returned to CDS within one (1) year of delivery.

2. Handling of Warranty Claims: CDS will repair or replace (at CDS' option) the defective product without charge within the warranty period, provided the defective item is shipped to CDS Analytical, LLC, 465 Limestone Road, Oxford, Pennsylvania 19363. All items returned for warranty work must be assigned a Return Material Authorization (RMA #) by the CDS Service Department before the equipment is returned to the factory. Equipment returned to the factory without this number will not be received. The cost of removal, reinstall and shipment to and from the factory will be the responsibility of the Buyer. Repair or replacement of a defective item shall not extend the initial warranty term. CDS shall have the right of disposal of items replaced by it.

3. Exclusions: This warranty does not cover the following items and events.

- Failure of mechanical parts due to normal wear and tear, for example, valve seats, ferrules. Electrical components that deteriorate due to age, such as tubes, lamps and the like.
- Any defect caused by misuse, negligence, accident, or improper installation, except the installation in accordance with written directions supplied by CDS shall not be considered improper.
- Certain parts such as glassware, septa, quartz tubes, platinum filaments, etc., are expendable in normal use and their service life is unpredictable. These items are not covered by this warranty.
- Buyer-induced contamination or leaks.

4. Prices: The quoting price is firm for 30 days after issuing the quote.

5. Taxes: Customer acknowledges responsibility for paying all applicable state sales & use taxes to the appropriate agency. (except MA, PA, TX where the sales taxes are collected by CDS). If exemption from taxes is claimed, Buyer must provide a certificate of exemption prior to shipment of any/all orders.

6. Payment: Payment terms are subject to CDS credit approval. All payments will be in United States dollars. Payment is due based on the payment term from CDS' invoice date. On late payments, the contract price shall, without prejudice to CDS' right to immediate payment, be increased by 1.5% per month on the unpaid balance, but not to exceed the maximum permitted by law. Invoices for contractual Support will be issued in advance of Support period. CDS may change credit or payment terms at any time should Buyer's financial condition or previous record so warrants.

7. Noncancellation: Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with CDS' written consent and then only upon terms that will compensate CDS for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

8. Shipment: Title and Risk of Loss: Unless the delivery terms of this contract expressly provide for F.O.B. destination, shipping/delivery will be F.O.B. CDS point of shipment with title to the goods and risk of loss or damage passing to Buyer at that point. Buyer will be responsible for shipment during transit and for filing any damage or loss claims directly with the carrier. CDS may make partial shipments.

9. Support: To be eligible for Support, Products must be at current specified revision levels and, in CDS' reasonable opinion, in good operating condition. Product relocation may result in additional Support charges and modified service response times. Support of Products moved to another location is subject to availability. Customer is responsible for removing any products not eligible for Support to enable CDS to perform Support

services. Additional charges, computed at CDS standard rates, may be incurred for any extra work caused by such products. Support does not cover any damage, defects or failures caused by:

- Use of non-CDS media, supplies and other products;
- Site conditions that do not conform to CDS site specifications; or
- Neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by non-CDS employees or subcontractors, or other causes beyond CDS' control. Buyer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when CDS provides Support services at Customer's site. Customer will notify CDS if Products are being used in an environment, which poses a potential health hazard to CDS employees or subcontractors.

10. Installation: Installation fee is based on at least 2-week notice to schedule installation. All the parts on the packing list shall stay in the original package box. It is recommended not to open the box until the installation. For expedited installations, a fee of \$500 will be added to charge above. If the installation failed due to missing parts from the packing list from an opened box, CDS reserved the right to still charge the full installation price.

11. Limitation of Damages: CDS shall not be liable for consequential damages of any kind arising out of the purchase, installation, use or misuse of the products. CDS' liability for incidental damages shall be limited to the payment for the return freight (as specified above) on defective products shipped to CDS for repair or replacement.

12. Sole Warranty: This warranty is given in lieu of all other warranties, express or implied. The Buyer having furnished or agreed to the specifications of the products sold, no warranty is made as to the fitness of the product for its intended purpose.

13. Governing Law and Assignment: The laws of the State of Massachusetts shall govern the validity, interpretation and enforcement of this contract, without regard to its conflicts of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. Assignment may be made only with written consent of both parties.

14. Attorney Fees: Buyer shall be liable to CDS for any attorney fees and costs incurred by CDS in enforcing any of its rights hereunder.

15. Modification in Design or Discontinuance of Products: CDS reserves the right to discontinue manufacture of products without notice, and to make modifications in design at anytime without incurring obligation to make such modifications to products previously sold.

16. Shipping Fees: All orders under \$5,000 USD will ship via UPS or FedEx, collect shipping is available if customer UPS or FedEx shipping account is provided. Glassware shipments require 100% insurance provided by shipping carrier, as these goods are excluded from all CDS warranties. All new instrument orders must ship on a pallet and will ship via CDS preferred freight forwarder. All freight orders will be subject to a flat Insurance Fee and Pallet Fee to help ensure safe delivery of goods. Insurance fee provides 110% CIP value coverage with \$500 deductible.

18. Transaction Fees: Credit card sales through the call center will be subject to a 3% processing fee. The credit card fee is waived for CDS online store orders.

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