

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. CDS does not warrant that the operation of Products will be uninterrupted or error free. The warranty repair is subject to the Buyer's contract with local distributor.
2. **Handling of Warranty Claims:** Please consult with local distributor first on warranty claims. All items returned for warranty work must be assigned a Service Return Number (SR #) by local distributor (or CDS's service team if no presence of local distributor) 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 the factory will not be covered by CDS and is subject to sales contract between the Buyer and local distributor; cost of return shipment to the Buyer is subject to the Buyer's agreement with local distributor and will not be paid by CDS. The Buyer is liable for any customs duties and taxes fees involved in the shipping. 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.
 - a. Failure of mechanical parts due to normal wear and tear, for example, valve seats, ferrules.
 - b. Electrical components that deteriorate due to age, such as tubes, lamps and the like.
 - c. 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.
 - d. Certain parts such as 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.
 - e. Buyer-induced contamination or leaks.
4. **Prices:** The quoting price is in US dollars and firm for 30 days after issuing the quote.
5. **Customers Duties and Taxes:** CUSTOMER IS RESPONSIBLE FOR CUSTOMS DUTIES AND TAXES
6. **Payment:** Payment terms are subject to CDS credit approval. All payments will be in United States dollars. Payment is due 30 days from CDS' invoice date. On late payments, the contract price shall, without prejudice to CDS' right to immediate payment, be increased by 1 1/2% 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 and insurance during transit and for filing any damage or loss claims directly with the carrier. CDS may make partial shipments.
9. **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.

10. Support: Product support is provided by CDS's local distributor. For areas that do not have CDS distribution channel, CDS will provide direct support.
11. Installation: International installation service is based on at least 3-week notice to schedule installation. For expedited installations, a fee of \$800 will be added to charge above.
12. 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.
13. 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. Except as specifically set forth herein, NO WARRANTY IS MADE AS TO THE MERCHANTABILITY OF THE PRODUCT.
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. "Warranty Registration Card": The Warranty Registration Card included with this package must be returned to register the product.
16. 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.