

## Technical Instrument San Francisco (TISF) STANDARD TERMS & CONDITIONS OF SALES

If you have any questions concerning any of our terms and conditions of sales, please call your TISF account representative for clarifications.

**PRICES, DISCOUNTS AND QUOTATIONS:** Upon acceptance by the purchaser ("Customer") of any quotation, purchase order or shipment of products or services ("Goods") provided by TISF, Inc. ("TISF") hereunder, Customer shall be bound by the provisions of these Standard Terms & Conditions of Sale (the "Agreement"), including all provisions set forth on the face of any applicable purchase order, whether Customer acknowledges or otherwise signs this Agreement or the purchase order, unless Customer objects to such terms in writing prior to such acceptance. Goods shall be invoiced at prices in effect at time of order acceptance, provided that prices for any order with a requested ship date beyond sixty (60) days from the date that TISF receives the order shall be negotiated at the time of written order acceptance by TISF. All TISF prices are exclusive of freight, federal, state or local taxes. Prices published by TISF are for estimation purposes only, are subject to change without notice and do not constitute quotations or an offer to sell. Quotations expire thirty (30) days after the date of the quote, unless otherwise specified in writing by TISF. Quotations are subject to cancellation at any time prior to TISF's written acceptance of Customers purchase order.

**PAYMENT TERMS:** Unless otherwise agreed to in writing by TISF, all invoices to Customer shall be paid net 30 days from the date of invoice. Customer must contact its TISF sales representative for information regarding any Customer-specific payment terms. Overdue accounts may be billed a late charge of 1½% per month or the legal maximum allowed in the State in which Customer is located. TISF reserves the right to withhold shipment or ship C.O.D. to Customers with past due balances.

**ACCEPTANCE OF ORDERS:** TISF reserves the right to reject all orders prior to its written acceptance. Neither an order acknowledgment nor shipment of the Goods ordered shall constitute acceptance or confirmation of the terms contained on a Customer's purchase order. By submitting its purchase order Customer expressly agrees that in all cases, the terms and conditions contained in this Agreement shall prevail, unless otherwise agreed by TISF in writing and signed by its duly authorized employee.

**FREIGHT TERMS:** The shipment of any Goods purchased hereunder shall be made F.O.B. TISF's warehouse or, if shipment is made elsewhere, F.O.B. the point of origin, freight prepaid and added to the purchase price. Shipping methods and routing shall be determined by the parties in writing at the time of order acceptance.

**WAREHOUSE SHIPMENTS** – All shipments from TISF warehouses to points within the continental United States shall be made via surface carrier – prepaid. Actual freight charges shall not be applicable on Customer pickups, which shall be F.O.B. serving warehouse.

**DROP SHIPMENTS** – All drop shipments from TISF, directly to any of Customer's end users shall be made on a prepaid basis unless third party billing is specified by Customer in its accepted purchase order.

**PREMIUM SURFACE AND AIR SHIPMENTS** – Published freight charges incurred by TISF for premium surface and air shipments made at Customer's request shall be billed to Customer at cost.

**EXPORT SHIPMENTS** – For shipments made outside of the continental United States, freight charges shall be administered under the above policies to the specified point of export. From the export point, all freight costs shall be charged collect, F.O.B. TISF's warehouse unless otherwise quoted. All special export packaging costs and broker fees shall be billed to Customer. Export of certain Goods may be subject to export licenses and government restrictions. Customer accepts responsibility for compliance with all applicable laws including all applicable export and import laws and regulations

**MINIMUM ORDERS:** TISF requires a \$100.00 initial order amount for stock items from new Customers. A \$50.00 minimum amount per order is required for established Customers. TISF reserves the right to waive minimum order requirements in its sole discretion.

**CANCELLATION OF ORDERS:** Orders that are cancelled by Customer after acceptance by TISF are subject to a minimum restocking charge of 15%, unless otherwise agreed to in writing by TISF. Any Customer cancellations or order changes must be made with TISF's written consent. Customer changes to delivery dates or the quantity of ordered Goods may result in additional charges to Customer.

**DELIVERY INFORMATION:** Shipping dates indicated by TISF are estimates based on currently available stock and are subject to change upon notification to Customer. In all cases, Customer shall be prepared to accept shipment on the indicated date. If Customer is not prepared to accept shipment, it should notify TISF in writing at least 48 hours before the scheduled ship date or special handling charges shall be assessed. Unless a specific later date is requested, all shipments shall be made as soon as the Goods are prepared by TISF. All shipments are subject to and contingent upon timely receipt of orders from Customer and established Customer credit lines. TISF shall not be liable for any failure to perform or delays in the performance of its obligations due to acts of nature, unavailability of products or materials from normal sources of supply, strikes and other labor difficulty, civil uproar, war, delay or default by a common carrier or any other cause beyond its reasonable control.

**CLAIMS: SHIPMENT DAMAGE OR SHORTAGE** – Goods damaged in shipment should not be returned to TISF. All damage and shortage claims should be made by Customer upon receipt of the Goods and filed directly with the carrier handling the shipment. The carrier's agent should always be requested to make a notation on the freight bill specifying the damage or shortage. TISF shall make every effort to assist Customer in presenting these claims to the carrier. However, collection of claims is the Customers responsibility.

**SHIPPING ERRORS** – Goods shipped in error by TISF may be returned by Customer only when accompanied by an approved Customer return authorization ("RA"), provided Customer submits claims for missing or incorrect Goods within 15 working days of freight bill receipt date.

**RETURNS AND RESTOCKING:** All returns must be accompanied by a TISF approved Customer RA. Unauthorized returns shall not be accepted. Customer's requests concerning return merchandise should be directed to its TISF account representative. \* Non-warranty related return requests may be submitted for approval within 30 days of shipment. However, TISF reserves the right to accept or reject any return request for non-warranty reasons. \* Special ordered Goods returns are conditional and require written approval by TISF. \* If a return is approved by TISF, a restocking fee will apply. \* Non-warranty returns must be in the original, unopened packaging. All returns are subject to and conditioned upon inspection by TISF. \* All shipping charges remain the responsibility of the Customer unless otherwise agreed to by TISF in writing. \* Credit for Goods returned due to a TISF shipping error shall be issued against the original invoice for the Goods, freight and return freight. \* All shipments from Customer shall be made prepaid to TISF's shipping warehouse. \* RAs are valid for 30 days from the date of issuance. \* Any credits for returned Goods shall be issued only after the Goods have been received and inspected by TISF.

**WARRANTY:** \* New Goods purchased from TISF carry the manufacturers warranty and the return procedure is dependent upon the requirements of the manufacturer.

\* Goods damaged by flood, tornado, lightning, customer negligence or use with equipment or software not provided by TISF or not compatible with the product provided are not covered under TISF's warranty policy.

**PATENTS:** Customer shall defend, indemnify and hold TISF harmless from and against claims, damages, judgments, expenses and losses arising from infringement or alleged infringement of any United States or foreign patent or trademark arising out of or resulting from compliance with drawings, specifications, or instructions furnished by Customer to TISF with respect to design, use and suitability made by TISF are submitted in good faith; however Customer assumes final responsibility for any claim of patent infringement.

**SAFETY:** Notwithstanding any general or specific terms of Customer's purchase order with respect to OSHA requirements, TISF represents only that to the best of its knowledge and belief the equipment sold hereunder meet, at this date, any existing standards promulgated under OSHA for such specific component but only when properly installed and tested, or operated in accordance with TISF's recommendations. Compliance with OSHA is an employer responsibility which embraces conditions of location, installation and operation outside the control of TISF and for which TISF can accept no responsibility beyond that set forth herein.

**TITLE & INSURANCE:** All risk of loss and title to the Goods shall pass to Customer only upon delivery by TISF, or its designated agent, to the original carrier. Customer's remedy against the carrier for loss during transit is limited to the carrier's legal liability, if any, for transit losses. If more coverage is desired, Customer should arrange for insurance through its insurance company.

**TISF'S SECURITY INTEREST:** Until receipt of the applicable amounts due from Customer for the Goods, Customer grants to TISF a continuing purchase money security interest in the Goods sold under this Agreement and agrees to support TISF in the perfection of such interest. Customer hereby authorizes TISF to file financing or continuation statements, including amendments thereto, relating to the Goods without the signature of Customer where permitted by law. A copy of this Agreement shall be sufficient as a financing statement and may be filed as a financing statement.

**SEVERABILITY:** If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**NEW ACCOUNTS:** TISF welcomes new accounts. In order to establish an account with TISF, please send the following items to TISF's credit manager: \* A complete TISF credit application. (Please allow one week for processing.) \* Current financial statement, preferably audited, including both P & L and balance sheet information.

\* If Customer claims tax exemption, a sales exempt certificate must be provided to TISF.

**TO EXPEDITE AN INITIAL ORDER, ONE OF THE FOLLOWING ACTIONS IS SUGGESTED:** \* Wire transfer of funds \* Certified Check \* Letter of credit. (May require additional time) Please allow one week for processing. \* Credit Card. Mastercard/Visa or American Express.

**PRODUCT INSTALLATION:** As a customer of TISF, Customer assumes total responsibility for the proper selection, installation, operation, and maintenance of the Goods purchased. Customer agrees to indemnify TISF and hold it harmless, except as specifically set forth in the warranty statement above, from any claims, liabilities, damages, losses and expenses, including attorneys' fees. In no circumstance shall TISF be held liable for any consequential, contingent, special or incidental damages whatsoever.

**GOVERNING LAWS:** Unless otherwise agreed by TISF in writing, all transactions with TISF shall be governed by the laws of the State of California without regard to its conflict of law provisions. The jurisdiction and place of venue for any dispute between the parties hereunder, unless otherwise agreed upon in writing by the parties, shall be the state courts of the State of California.