

Dwyer Instruments, Inc. - Terms and Conditions of Sale – March 15, 2017

1. **Prices and Specifications** are subject to change without notice.
2. **Shipping dates** are approximate. They are dependent upon credit approval and subject to delays beyond our control.
3. **Terms:** Net 30 days to companies with established credit rating. In the event Buyer fails to fulfill previous terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash in advance or other special arrangements.
4. **Point and Title:** All material is sold EXW Ex Works Dwyer Instruments, Inc. Title to all material sold shall pass to buyer upon delivery by Seller to carrier at shipping point.
5. **State and Local Taxes:** Any taxes which the Seller may be required to pay or collect upon or with respect to the sale, purchase, delivery, use or consumption of any of the material covered hereby shall be for the account of the Buyer and shall be added to the purchase price.
6. **Special tooling,** dies, silk screens and molds acquired specially to produce goods for Buyer remain the property of Dwyer Instruments, Inc., and may not be removed. They will be maintained in good condition for a minimum period of three years from the date of the original purchase order.
7. **Trade Compliance:** Buyer acknowledges that the products, software, and technology, including technical information and documents (collectively "Items"), of Dwyer Instruments, Inc., are subject to regulation by agencies of the U.S. government including, but not limited to, the U.S. Department of Commerce. Buyer shall comply with the Export Administration Regulations (EAR) and all applicable U.S. laws and regulations regarding the sale, delivery and transfer of said Items. Buyer shall not, without first obtaining the required licenses, authorizations or approvals from the appropriate U.S. government agency; (i) export, re-export, transfer or divert any Item directly or indirectly to any country or national resident thereof, or any person, entity or country that has restrictions imposed upon them by the U.S. government, (ii) engage in, or knowingly sell to any party engaged in activity related to the development, production, use, testing, or maintenance of Weapons of Mass Destruction, including uses related to nuclear, missile, chemical or biological warfare, or (iii) engage in, or knowingly sell to any party engaged in activity related to the development, production, use, or maintenance of any safeguarded or unsafeguarded nuclear fuel facility or components for such facilities. Buyer shall fully cooperate with Seller, without charge, in any official audit or inspection by an authorized agent, official, employee, or accredited representative of the U.S. government. Buyer shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer, its employees, consultants, agents, or customers. The obligations, requirements and claims described herein shall survive the expiration of any business relationship with Dwyer Instruments, Inc., including its divisions, subsidiaries and affiliated companies.
8. **Distribution:** Products sold to any entity located in the U.S. must remain in the U.S. unless a Global Distribution Agreement is in force with said entity. OEM's are excluded from this requirement. Those who violate this term are subject to a reduction of discount, loss of discount, or exclusion from purchasing future products. If you want to be a Global Distributor, please contact your Global Sales Manager in your region.
9. **Limited Warranty:** The Seller warrants all Dwyer instruments and equipment to be free from defects in workmanship or material under normal use and service for a period of one year from date of shipment. Products qualifying for an extended warranty period will have the extended warranty as expressly indicated on the catalog page, web page, IOM, or will be covered by a specific written agreement that is (i) approved by an

officer of Dwyer Instruments, Inc. and (ii) defines the warranty period. If no express statement of extended warranty is made, then the standard 1 year warranty applies. The Extended Limited Warranty only applies to products manufactured after April 1, 2017. The Warranty period extends from the date of shipment to the initial customer and not the project installation date or use.

Specific warranty exclusions include, but are not limited to:

- Specific product components not covered by the extended warranty: ○ Humidity Sensors
 - Batteries
 - Electro-Chemical Gas Sensors
 - Snap Switches
 - Any component which exceed its normal life cycle
 - Other Specific items added as required.

- Normal or excessive wear and tear is not cause for warranty replacement.
- Products not properly maintained, operated, installed, or use in an application not suited for the product.
- Modifications, alterations, changes, or additions outside those which are required for normal operation.
- Failure to notify Dwyer of any defect within a reasonable time.
- Damage which the customer has not taken timely action to minimize or mitigate.
- Products on which the labels, markings, nameplates, etc. have been tampered with.
- Products which contain broken factory seals or have been tampered with shall void warranty.

Liability under this warranty is limited to repair or replacement EXW Ex Works Dwyer Instruments, Inc. of any parts which prove to be defective within that time or repayment of the purchase price at the Seller's option. All products must be returned to the Seller, transportation prepaid, unless other arrangements have been pre-approved by Seller.

All technical advice, recommendations and services are based on technical data and information which the Seller believes to be reliable and are intended for use by persons having skill and knowledge of the business, at their own discretion. In no case is Seller liable beyond replacement of equipment EXW Ex Works Dwyer Instruments, Inc. or the full purchase price. This warranty does not apply if the maximum ratings label is removed or if the instrument or equipment is abused, altered, used at ratings above the maximum specified, or otherwise misused in any way.

THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER REPRESENTATIONS MADE BY ADVERTISEMENTS OR BY AGENTS AND ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE FOR GOODS COVERED HEREUNDER.

10. **Buyer's Remedies:** THE BUYER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF OR IN RESPECT TO THE FURNISHING OF NON-CONFORMING OR DEFECTIVE MATERIAL SHALL BE TO SECURE REPLACEMENT THEREOF AS AFORESAID. THE SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF ANY LABOR EXPENDED ON ANY SUCH MATERIAL OR FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANYONE BY REASON OF THE FACT THAT IT SHALL HAVE BEEN NON-CONFORMING OR DEFECTIVE.

11. **Acceptance:** All orders shall be subject to the terms and conditions contained or referred to in the Seller's quotation, acknowledgment, and to those listed here and to no others whatsoever. By placing an order you accept our terms and conditions. No waiver, alteration or modification of these terms and conditions shall be binding unless in writing and signed by an executive officer of the Seller. All orders are subject to written acceptance by Dwyer Instruments, Inc., Michigan City, Indiana, U.S.A.