

**Note**

The following Conditions of Sale are subject to change.

**Governing Provisions and Acceptance:**

All quotations are subject to these conditions of sale. Acceptance of an order by Reonix is expressly conditioned on Buyer's assent to these terms and conditions. Any acceptance of Reonix's offer is expressly limited to acceptance of these Terms and Conditions and Reonix expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Reonix's representative.

**Quotations**

Unless otherwise specified in a quotation, Reonix's quotation shall expire 30 days from its date and may be modified or withdrawn by Reonix before receipt of Buyer's conforming acceptance. It is the Buyer's obligation to review the quotation carefully and to immediately advise Reonix of any differing interpretation Buyer has so any necessary change can be made.

**Price Policy**

All prices are subject to change without notice. In the event of a net price change and unless otherwise agreed to in writing, prices for orders scheduled for immediate release shall be those in effect at time of order entry. Prices for orders placed for future shipment without an agreed price and ship date will be billed at the pricing in effect as of the shipment date. All clerical errors are subject to correction.

**Taxes**

Buyer shall be responsible for all taxes, duties, fees or other charges of any nature (including but not limited to manufacturer's tax, retailer's tax, occupation tax, use tax, sales tax, excise tax, duty, customs, inspecting or testing fee) in addition to the prices quoted or invoiced, and such charges will appear as a separate line item on the invoice. In the event Reonix will be required to pay any such tax, fee, or charge, Buyer shall reimburse Reonix or, in lieu of such payment, Buyer shall supply Reonix at the time the order is submitted with an exemption certificate or other document acceptable to the tax authority. Purchase Orders must state the existence and amount of any such tax, fee or charge for which Buyer claims an exemption.

**Terms of Payment**

Acceptance of all Purchase Orders is subject to Buyers credit application being accepted by Reonix. Terms are subject to change if application is not accepted. Buyer shall pay Reonix for the products by paying all invoiced amounts within thirty (30) days from the invoice date. Reonix reserves the right at any time to demand full or partial payment before proceeding with a contract of sale if, in its sole judgment, as a result of changes in the financial condition of the Buyer the terms of payment originally specified are no longer justified.

**Payments**

If delivery is delayed or deferred by the Buyer beyond the scheduled date, payment shall be due in full when Reonix is prepared to ship. The equipment may be stored at the risk and expense of the Buyer. If the Buyer defaults when any payment is due, then the whole contract price shall become due and payable upon demand, or Reonix at its option, without prejudice to other lawful remedies, may defer delivery or cancel the contract for sale. If Buyer becomes insolvent, or bankrupt or in the event any proceeding is brought against the Buyer, voluntarily or involuntarily under the bankruptcy or any insolvency law, Reonix may cancel any order outstanding at any time and recover its applicable cancellation charges from the Buyer or the Buyer's estate.

**Delivery****F.O.B. Point of Shipment**

Quotation is based on delivery F.O.B. point of shipment, freight prepaid and allowed for delivery within the continental United States, product is sold F.O.B. point of shipment, freight prepaid and allowed. Delivery by Reonix to the point of shipment constitutes delivery to the Buyer; and title and all risk of loss or damage in transit shall pass to the Buyer at time of delivery at the F.O.B. point. Reonix is not responsible for breakage after having received "in good order" receipts from the carrier. Buyer is responsible for pursuing any damage claims with the carrier. No allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise

supplies its own transportation. Freight prepaid is defined as: A) Shipments to destinations within the continental United States to the accessible common carrier point nearest the first destination. B) Shipments to U.S. destinations outside the continental United States shall be to the common carrier free delivery point in the United States nearest the original port of embarkation. All charges associated with F.A.S., C.I.F., or other charges such as pier transfer, lift, ocean freight, and marine or war insurance shall be paid by the Buyer, unless otherwise specifically agreed in a specific Purchase Order. In no event will Reonix be responsible for demurrage or detention charges.

### **Shortages**

Claims for shortages or errors must be submitted to Reonix within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Buyer.

### **Force Majeure**

Reonix is not liable for failure to fulfill its obligations for any accepted order or for delays in delivery due to causes beyond Reonix's reasonable control including, but not limited to, acts of God, natural or artificial, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military, authority, Government restriction, acts of terrorism, delays in transportation or inability to obtain labor, materials or products through its regular sources, which shall be considered as an event of force majeure excusing Reonix from performance and barring remedies for non-performance. In an event of force majeure condition, Reonix's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Reonix to any liability or penalty. Reonix may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer

### **Software**

Any software or computer information, in whatever form that is provided with equipment manufactured by Reonix, is licensed to Buyer solely pursuant to standard licenses of Reonix or its supplier of such software or computer information which licenses are hereby incorporated by reference. Reonix does not warrant that such software or computer information will operate error free or without interruption, and warrants only that during the warranty period applicable to the equipment that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Reonix will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Reonix shall have no other obligation to provide updates or revisions.

### **Limitations**

Buyer shall not be entitled to, and Reonix shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of Buyers, punitive damages, IPR infringement, loss of contracts or orders or any indirect, special, incidental or consequential damages of any nature. Buyer's recovery from Reonix for any claim shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim whether in contract tort warranty, or otherwise, buyer will indemnify, defend and hold Reonix harmless from any claims based on (a) seller's compliance with Reonix's designs, specification, or instructions, (b) modification of any products by anyone other than Reonix, or (c) use in combination with other products

### **Product Notices**

Buyer shall promptly supply the user (including its employees) of the product with all Reonix supplied product notices, warnings, instructions, recommendations and similar materials.

### **Errors**

Reonix reserves the right to correct errors or omissions in quotations, acknowledgments, invoices, or other documents.

### **OSHA Compliance**

Compliance with OSHA or similar federal, state or local laws during the operation or use of the product(s) is the sole responsibility of the Buyer.

### **Termination**



Buyer may terminated any order only upon notice to Reonix and upon payment of reasonable and proper termination charges based on the price of the terminated order and reimbursement of all direct costs and expenses associated with the order caused by such termination and shall include a reasonable profit.

**Cancellation**

Reonix shall have the right to cancel any order or contract at any time by written notice for any material breach of the contract by the Buyer.