

STANDARD TERMS AND CONDITIONS

1) Terms of Payment. Invoices shall be dated no earlier than date of shipment. Terms are cash in advance, credit card, or COD, unless Seller authorizes net 30-day terms to Buyer in writing. Buyer will pay invoices within terms agreed upon by Seller. Invoices not paid on a timely basis shall bear interest at the rate of 18% per annum. Buyer agrees to pay Seller's reasonable attorney's fees and all costs incurred in connection with non-payment of related invoices whether or not litigation is commenced. Prices do not include applicable taxes, which taxes shall be paid by Buyer.

2) Changes. The Seller reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the items to be furnished are to be specially manufactured for the Seller; (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting this Purchase Order.

3) Excusable Delay. Fires, floods, strikes, accidents, shortages, or other causes beyond the reasonable control of the parties, which prevent Seller from delivering, or Buyer from receiving, any of the goods and services covered by this Purchase Order, shall suspend deliveries until the cause is removed, subject, however, to Seller's right of termination for Seller's convenience.

4) Inspection. All goods furnished hereunder will be subject to inspection and testing by Buyer, and approval by Buyer within a reasonable time after delivery. Payment for any goods or services shall be deemed acceptance by Buyer.

5) Warranties. Automation Components, Inc. (hereafter "ACI") provides either a five (5)-Year Limited Warranty or a two (2)-Year Limited Warranty to the initial purchaser of any product manufactured by ACI based on the product category. Specific warranty durations can be found on corresponding data sheets at www.workaci.com. The term "product manufactured by ACI" means any sensors and transmitters assembled by ACI, even if such sensors and transmitters include component parts manufactured by companies other than ACI. For any part or product sold by ACI, but manufactured entirely by a company other than ACI, whether or not relabeled with ACI product information or product number, or repackaged with ACI information, ACI provides a two (2)-Year Limited Warranty to the initial purchaser.

THESE FIVE (5) YEAR OR TWO (2) YEAR LIMITED WARRANTIES SET FORTH ABOVE, PROVIDED TO THE INITIAL PURCHASERS OF ACI PRODUCTS, ARE MADE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY OTHER IMPLIED WARRANTIES CREATED BY COMMON LAW IN ANY JURISDICTION, ARE ALSO EXPRESSLY WAIVED AND DISCLAIMED. THIS LIMITED WARRANTY APPLIES TO THE ORIGINAL PURCHASER OF PRODUCT FROM ACI AND TO ANY SUBSEQUENT PURCHASERS OF THE SAME PRODUCT, BUT THE LIMITED WARRANTY PERIODS COMMENCE TO RUN ON THE DATE ACI'S PRODUCTS ARE DELIVERED TO THE INITIAL PURCHASER.

A copy of ACI's Warranties are printed at the front of ACI's Sensors and Transmitters Catalog, and can also be found at www.workaci.com, under the section entitled "Info – Ordering - Warranty".

6) ACI's Return Policy Items purchased from ACI can be returned for a partial credit. Items must be returned within 60 days after receipt of order to receive credit. Only items in original condition can be returned for credit. ACI will only issue credit to the original purchaser of an item and/or the individual who paid ACI directly for said item. Part numbers starting with the X/ prefix are special orders and can not be returned.

7) Restock Fee Policy ACI's standard restock fee is 40% of the original purchase price. However, thermistor sensors located in the ACI Sensors and Transmitters catalog will have a restock fee of 15% of the original purchase price. Items that are special orders or that have specific shelf lives may have return limitations as they can not be resold. This includes most gas sensors, the exception being CO2 related sensors.

8) Shipping Items found defective will have the return shipping refunded. (Please contact ACI to determine the most economical method). Items returned based on the purchaser's discretion will not qualify for a return shipping refund.

9) Title; Risk of Loss. Title shall pass to Buyer upon shipment to Buyer. Once goods are loaded for shipment to Buyer, the risk of loss passes to Buyer.

10) Confidentiality; Limited Use. Unless otherwise agreed by Seller in writing, Buyer shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Seller to Buyer in connection with Seller's performance of this Purchase Order, or prepared by Seller specifically for Buyer, pursuant to this Purchase Order, including, but not limited to, any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("**Confidential Information**").

11) Resolution of Conflicts or Inconsistencies Occurring in the Order. It is Buyer's responsibility to order appropriate goods from ACI and to clarify with Seller, any inconsistencies or conflicts in any parts of the Purchase Order or referenced documents. Should Buyer fail to contact Seller to resolve conflicts or inconsistencies, Buyer will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

12) Seller's Terms and Conditions Apply. Shipment of any goods or commencement of work, pursuant to the Purchase Order, shall be deemed an acceptance of these Standard Terms and Conditions by Buyer. Unless specifically agreed to otherwise by Seller and Buyer, these terms and conditions supersede any submitted by Buyer in any Purchase Order submitted to ACI.

13) Governing Law. This Purchase Order shall be governed by the laws of the State of Wisconsin, USA. Any court action arising under this order shall be venued in Dane County, Wisconsin, in either federal or state court, as is appropriate.

14) Delivery. Delivery dates are given to the best of the knowledge of ACI, based on its knowledge of the conditions existing at the time of sale. ACI will do its best to ship within its quoted delivery estimate, but failure to make shipment as scheduled does not constitute a cause for cancellation by Buyer, does not constitute a breach of contract, and/or does not entitle the Buyer to damages of any kind.

15) Cancellation Policy. Buyer shall pay for any and all unrecoverable costs resulting from the cancellation of any order. Items manufactured that have incurred calibration, menu set up, or a process unique to the customer's request before order cancellation notification are subject to a 40% restock fee of the original purchase price.

16) Limitation of Liability. The Buyer's sole remedy and the limit of ACI's liability for any loss whatsoever shall not exceed the Buyer's price of the products.

17) Casualty to Identified Goods. In the event that the goods covered by this contract are destroyed or damaged, in whole or in part, prior to the time the risk of loss passes to Buyer, this contract shall be voided and Seller excused from all obligations hereunder. If the loss is partial, Buyer shall have the right to accept that portion of the goods which conform to the written contract.

18) Rejected Goods. In the event Buyer rejects any shipment of the goods, and elects to accept only a part thereof, it is agreed that the portion of goods rejected shall be returned to ACI within ten (10) business days, at the expense and risk of Buyer. Seller shall have the right, in its discretion, either to replace the rejected goods or to refund the purchase price applicable thereto.

19) Finished Goods Held in Stock. Upon request of Buyer that Seller hold a stock of certain finished goods for Buyer, Seller, at its discretion may acquire and maintain in stock an amount of such finished goods for Buyer as determined by Seller. In the event Buyer has not purchased any of such finished goods for a period of 6 months, Seller may charge Buyer, by invoice (terms net 30 days) at the price last charged to Buyer. If Buyer does not pick up or otherwise arrange for delivery of such finished goods, Seller after 30 days may sell or otherwise dispose of such finished goods and retain any resulting proceeds as its stocking charges and Buyer shall remain liable to Seller for the invoiced price.

20) Entire Agreement. This Purchase Order is the entire agreement between Seller and Buyer concerning this purchase transaction, and supersedes all prior understanding and representations, oral or written, concerning this purchase transaction.