

## **RADITEK INC. TERMS AND CONDITIONS**

All sales and quotations are subject to Raditek's standard terms and conditions as stated herein, unless specifically stated otherwise.

**Acceptance of Order** Orders received by email, wire or telephone will be accepted and initially processed pending receipt of confirming purchase order. Receipt of confirming purchase order is required no later than 10 days from initial authorization to proceed and prior to product shipment. This acceptance is expressly conditional on buyer's assent to the terms set out here in lieu of those in buyer's purchase order. Raditek's failure to object to provisions contained in any communication from buyer shall not be deemed a waiver of the provisions of this acceptance

**Prices** All prices are in United States dollars and are subject to change without notice prior to acceptance. Prices do not include any sales, use, excise, property or any other taxes imposed by any government. Such taxes will be added when applicable. The prices quoted do not include export or special packing or any compliance testing such as special environmental, vibration, life cycle, extreme temperature test, etc. unless otherwise specified. Prices do not include inspection charges relating to inspection by outside individuals, entries or agents performed at the request of Buyer, unless otherwise specified herein.

**Terms of Payment** All invoices are due and payable 30 days from date of invoice. Unless credit has already been established, shipments will be made C.O.D. or upon receipt of payment in advance. Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. . Payment from outside the United States will be made against an irrevocable letter of credit, confirmed by a United States bank or Advanced Wire Transfer. If shipments are delayed by the Buyer, payments shall become due on the date when the Seller is prepared to make shipment. If the work covered by the purchase order is delayed by the Buyer, payments shall be made based on the purchase price and the percentage of completion. Products held for the Buyer shall be at the risk and expense of the Buyer. The Seller reserves the right to ship to its order and make collection by sight draft with bill of lading attached. RADITEK may elect to make partial shipments and bill Buyer upon delivery of each shipment.

**F.O.B. Point** Unless otherwise specified, all sales are considered to be made F.O.B. San Jose, California, freight prepaid and billed and title passes to the Buyer upon delivery to carrier. Damage in shipment should be handled by the Buyer directly with the carrier. All shipments will normally be made by UPS, Federal Express, DHL, OnTrac, Express Mail or Air Freight. Unless otherwise specified by the Buyer, Seller will exercise his own discretion as to method of shipment.

**Change Order and Cancellations** Change orders are considered to be in effect after both the Buyer and Seller have reached a mutual agreement as to the effect of the change on price, delivery, or other conditions of the order. Cancellation of any accepted orders can be made only with the Seller's written consent thereto and upon such terms as will satisfy all costs incurred by the Seller and its proportionate profit on work completed. The Seller will attempt to progress any cancellation promptly. Items scheduled for shipment within twenty eight (28) days of the receipt of Buyer's notice of cancellation or rescheduling may not be terminated or rescheduled and must be accepted and paid for at the agreed upon prices

**Compliance with law.** Buyer warrants with respect to any export of RADITEK products that Buyer will comply fully with the export control laws and regulations of the United States Government. This Agreement is in the English language only, which language shall be controlling in all respects. This Agreement shall be governed by the laws of the State of California.

**Warranty** This warranty is the extent of the obligation or liability assumed by Raditek with respect to its products and no other warranty or guarantee is either expressed or implied. In no event does Raditek assume liability for installation or for consequential damages. Raditek, Inc. warrants product of its manufacture, at the time of delivery, to be free from defects in material and workmanship under conditions of normal use. Raditek sole obligation under this Warranty is limited to replacing or repairing, at its option, at its factory, any defective or faulty product which results directly from defects in material or workmanship. Provided that Raditek first be given written notice of such defects and shall have authorized the return. Items claimed defective must be returned to Raditek and all transportation and duty charges prepaid. The existence of a defect or fault shall be determined by Raditek and its determination shall be conclusive. This warranty is limited to a period of one year after delivery to the original Buyer. This warranty does not apply to products which have been disassembled, modified, physically or electrically damaged or which shall have been subjected to misuse, negligence, or accident or conditions exceeding the applicable specifications or rating. A fee may be charged to the Buyer to cover testing and processing cost for units returned and subsequently found to have no defects or to be faulty for reasons which are not Raditek's responsibility. This warranty excludes all other warranties expressed or implied. Raditek shall not be liable for any special indirect or consequential damages.. Repairs or replacements of components and equipment made during the warranty period or thereafter will be warranted, as provided above, for the remainder of the original warranty period or for ninety days from the date of return, as applicable, whichever is longer.

**Product Changes.** Raditek reserves all rights of manufacture under its patents, copyrights, and trade secrets, including the right to make modifications to existing components and equipment specifications without prior notice.

**Termination.** In the event either party defaults in the performance of any material obligation and fails to cure such default within sixty days after receipt of written notice from the other party, then the non-defaulting party may terminate its performance and cancel this Agreement. Upon such termination, the terminating party may terminate any outstanding orders placed hereunder and cease all performance.

**Assignment.** Buyer may not assign this Agreement or any interest or right herein without the prior written consent of RADITEK.

**Entire Agreement.** This agreement is entered into in San Jose, California and constitutes the entire understanding between the parties relating to the sale of the products and services described on the face hereof and supersedes all previous communications. Representations or agreements, either oral or written, with respect to the subject matter hereof and no representations or statements of any kind made by any representative of RADITEK which are not stated herein, shall be binding on RADITEK.

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