



## High-powered solutions for RF and Plasma Applications

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## STANDARD TERMS & CONDITIONS

### 1.0 GENERAL

- 1.1 Manitou Systems Inc. is herein referred to as the "COMPANY" and the COMPANY agency, or individual I to whom any proposal or quotation is made and/or from any purchase order is received is hereafter referred to as the "CUSTOMER".
- 1.2 All Customer's purchase orders based on COMPANY's quotations are subject to final written acceptance by COMPANY in Danbury, CT, including any exceptions thereto, before any responsibility for performance shall exist on the part of the COMPANY. All purchase orders received by COMPANY not in response to a quotation by COMPANY are subject to written acceptance by COMPANY. All changes from the written quotation of COMPANY must be approved and accepted in writing by COMPANY in Danbury, CT.
- 1.3 Unless otherwise set forth in the details of a written quotation or proposal, all quotations are valid for a period of thirty (30) days from the date indicated therein. Any purchase order issued by CUSTOMER with respect to a quotation from COMPANY wherein the date of the purchase order (or other binding agreement) is more than thirty (30) days from the date of quotation by COMPANY shall be subject to written acceptance by COMPANY.

### 2.0 PRICING AND TAXES

- 2.1 All prices are F.O.B. (or Ex Works) COMPANY - Danbury, Connecticut USA. Federal, State, local, or any other taxes as well as freight, packaging and transportation are not included in the product pricing.
- 2.2 The COMPANY reserves the right to correct all typographical or clerical errors, which may be present in the prices or specifications of any proposal or quotation, issued by the COMPANY.
- 2.3 COMPANY reserves the right to accepting any purchase order to adjust COMPANY's prices at time of invoicing to reflect price increases from COMPANY's suppliers under the following conditions:
  - (a) time from issuance of COMPANY's quotation to issuance of Customer's purchase order exceeds thirty (30) days or,
  - (b) time from acceptance of Customer's purchase order to shipment as mutually agreed upon, is in excess of ninety (90) days, or
  - (c) any changes requested by CUSTOMER related to delivery, materials, performance, or specialized equipment that requires COMPANY to incur costs in excess of those included in COMPANY quotation.

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### 3.0 PAYMENT AND CREDIT

- 3.1 Terms of sale on open domestic accounts are as follows:
- (a) Standard items - net thirty (30) days.
  - (b) Sales in excess of five thousand dollars (\$5,000.00) are subject to special provision for terms of payment as set forth in COMPANY's quotation and may include:
    - (1) Payment at time of acceptance of purchase order or,
    - (2) Progress payment or,
    - (3) Payment prior to shipment or,
    - (4) Other terms as defined by COMPANY.
  - (c) Blanket Purchase Orders with multiple releases: the CUSTOMER must pay all open invoices for previous releases prior to the COMPANY releasing additional equipment or services. If a down payment per release is required by the COMPANY, this payment will be considered valid only after all previous release invoices are paid in full. The COMPANY will also take into account all other open invoices with the CUSTOMER.
  - (d) The minimum purchase order that can be placed with COMPANY is for one hundred dollars (\$100.00).
- 3.2 Failure on the part of CUSTOMER to make full payment on all sums due COMPANY as stated in COMPANY's quotation and the standard terms and conditions of sale shall constitute a material breach of contract by CUSTOMER.
- 3.3 COMPANY may, at its sole option, thereafter proceed to exercise any or all of COMPANY's action for breach of contract. In addition, COMPANY may charge and collect from CUSTOMER, interest on any overdue balance due COMPANY at a rate of ONE AND ONE HALF PERCENT (1.5%) per month. Interest charges shall be added to any overdue balance. COMPANY may elect, at its option, to reclaim the shipment.
- 3.4 If CUSTOMER delays shipments, payments shall become due from the date when COMPANY is ready to make shipment. If manufacture is delayed by CUSTOMER, payments shall thereupon be made based on the contract price and percent of completion. Products held by COMPANY for the CUSTOMER shall be at the risk and expense of the CUSTOMER.
- 3.5 Manitou Systems Inc. shall invoice for contract field services in advance.
- 3.6 Electronic funds transfer fees - All banks typically charge a transfer fee for money coming into the COMPANY bank account. The CUSTOMER or distributor is responsible for all funds transfer costs including charges for incoming wire transfers. We will typically add a \$40 fee per transaction to cover these incoming charges.
- 3.7 International sales - All international sales are performed under Ex Works conditions - the CUSTOMER is responsible for the following charges:
- (a) International packaging (quoted with product)
  - (b) Transportation charges (from the COMPANY dock)
  - (c) Money transfer fees (incoming)
  - (d) All taxes and fees related to the sale of the product to the CUSTOMER
- 3.8 OEM sales - Manitou offers special discounts to the OEM based on multiple unit (or part) sales. This discount is offered to a specific customer and is not transferable to its subsidiaries or contract manufacturers without prior written notice. Kindly contact the COMPANY at the sales web address listed on the Contact page. Please note that many OEM products have a minimum order quantity (per order and/or release).

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## 4.0 CANCELLATION

- 4.1 Any request by CUSTOMER for cancellation in total or part of any purchase order accepted by COMPANY shall be subject to the following conditions:
- (a) COMPANY must receive written notice of request for cancellation as follows:
    - (1) For all expenses incurred, general and administrative including overhead and profit to date that cancellation is received by COMPANY for all parts peculiar to CUSTOMER's requirements. Upon payment by CUSTOMER of these charges for such parts become the property of CUSTOMER. COMPANY will store said parts for a reasonable time pending CUSTOMER's instruction for disposition. Storage is at the risk of CUSTOMER at CUSTOMER's expense.
    - (2) For charges to convert modified standard parts for return to inventory and a restocking charge based on ten percent (10%) of the sale price of the cancelled item.

## 5.0 SHIPMENT AND DELIVERY

- 5.1 Title to all items sold passes to CUSTOMER upon delivery of items purchased to the carrier for shipment per CUSTOMER's instructions. COMPANY is not responsible for loss or damage after delivery to carrier. Lease or loan items remain the property of COMPANY and CUSTOMER is responsible for safekeeping and repair. COMPANY retains option to require that CUSTOMER has sufficient insurance in effect naming COMPANY as additionally "named insured".
- 5.2 COMPANY shall not be liable for any claims for loss or damage whatsoever resulting from causes beyond COMPANY's control, caused by but not limited to: strikes; delays in shipment or transportation; inability to obtain materials or services; acts of the Federal, State, County or local government; and Acts of God.
- 5.3 COMPANY's delivery estimates represent the best information available at that time and COMPANY will make every effort to meet such dates. COMPANY shall not be liable for any claims of damage by CUSTOMER resulting from any delay in shipping dates from those quoted.
- 5.4 All export shipments will be shipped "Ex Works" COMPANY factory from Danbury, Connecticut USA. The end user or distributor is responsible for all transportation, insurance and (tax) duty charges from the Manitou Systems Inc. shipping dock to the final destination.
- 5.5 Additional packaging or crating charges may apply (refer to the original sales quotation).

## 6.0 INSTALLATIONS

- 6.1 All equipment shall be installed by and at the expense of CUSTOMER unless otherwise specified in writing.

## 7.0 WARRANTY

- 7.1 COMPANY warrants that all equipment manufactured by it shall be free from defects in materials and workmanship under normal use and service for a period of 1 year from date of shipment by COMPANY. This warranty is subject to COMPANY equipment being installed, maintained, and operated in accordance with the operating and maintenance instructions accompanying each item manufactured by the COMPANY. Warranty shall be void if COMPANY's equipment is modified by CUSTOMER or used in other than recommended manner or applications. Purchased equipment incorporated into any item supplied by COMPANY will be covered by manufacturer's warranty.
- 7.2 The liability of COMPANY for any claims of CUSTOMER arising out of damages alleged to result from the use or failure of equipment provided by COMPANY shall be limited to the original invoice cost. COMPANY shall not be liable for latent defects or consequential damages.
- 7.3 This warranty is in lieu of all other warranties, express or implied including any implied warranty of fitness for a particular purpose to the extent that any implied warranty of merchantability is disclaimed.
- 7.4 The CUSTOMER may bring no action regardless of the form, arising out of the actions hereunder more than one (1) year after the cause of the action has occurred.
- 7.5 COMPANY states that all field service will be warranted for thirty (30) days. A determination as to the status of charges will be made at the time of service subject to considerations of cause and applicable warranty.

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- 7.6 COMPANY states that all pre-owned or used equipment shall be sold to the CUSTOMER in "As Is" condition with no implied warranty unless written into COMPANY's quotation.
- 7.7 Repairs to equipment under warranty will be performed at COMPANY after determination that equipment is under warranty. CUSTOMER is responsible for all applicable shipping charges to and from COMPANY. CUSTOMER will obtain an RMA # prior to shipment of any equipment back to COMPANY. COMPANY has the right to invoice the CUSTOMER for all parts and services not covered under the warranty.

### 8.0 CREDIT FOR RETURNED GOODS

- 8.1 No credit will be allowed on equipment returned to COMPANY unless the COMPANY has granted prior written acceptance.

### 9.0 FIELD ENGINEERING/SERVICE CALLS

- 9.1 Service calls, other than those required by specific terms of the order or warranty limitations, shall be made at the expense of the CUSTOMER.
- 9.2 Charges shall be calculated on a portal to portal basis at current field service rates. A minimum charge of four (4) hours shall be applied for each service requested during weekends and holidays.
- 9.3 CUSTOMER shall pay all appropriate travel expenses. These charges shall include commercial air transport, private vehicles and public conveyances. In addition, all meals, lodging and ancillary travel expenses shall be charged to CUSTOMER at the usual reasonable and customary rates.

### 10.0 PATENTS AND RIGHTS

- 10.1 The equipment to be provided by COMPANY under its quotation may include items for which a supplier or the COMPANY holds patent rights pending or has a license to manufacture under patent rights held by others. COMPANY shall not be liable for any claims of CUSTOMER arising out of such patent or license rights.
- 10.2 The acceptance of a purchase order, submittal or quotation or supplying of products, services or equipment does not constitute an offer nor imply the obligation of COMPANY, to make any patents, patent rights, or license to manufacture available to CUSTOMER or any third party having a contractual relationship with CUSTOMER, with respect to any item supplied by COMPANY.
- 10.3 All drawings, unique techniques and inventions made by the COMPANY, its agents or employees, in the fulfillment of this quotation and/or contract shall become the property of the COMPANY.

### 11.0 CONTROLLING LAW

- 11.1 All resulting contracts shall be interpreted by the laws of the State of Connecticut USA and this law shall govern the rights and responsibilities of the parties. All disputes will be decided in a court of law located in the State of Connecticut USA.

### 12.0 SUBCONTRACTS

- 12.1 Manitou Systems Inc. reserves the right to subcontract various segments of the agreement, upon notice to CUSTOMER.

### 13.0 PRIOR AGREEMENTS

- 13.1 The terms and conditions herein supersede those of all oral or written agreements between the parties with respect to the subject matter hereof.

### 14.0 CONFIDENTIAL INFORMATION

- 14.1 CUSTOMER shall not disclose confidential or proprietary information to COMPANY except in accordance with these provisions. All information claimed to be confidential shall be reduced to writing and marked "confidential". COMPANY agrees to hold such information in a secure facility, and not to distribute such information except to those who are required to know in order to execute their responsibilities. COMPANY will return to CUSTOMER the confidential information at the termination of the agreement. COMPANY will not recognize the confidentiality restriction appertaining to information developed by, COMPANY, its affiliates, or that, which has become known through other third parties such as the U.S. Government, trade publications and others.

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### 15.0 Product returns for repair

- 15.1 All equipment sent back to Manitou Systems for repair may be subject to additional charges to repair shipping damage if it is determined that the product was not properly packaged. The COMPANY will return the goods in proper (original) packaging and charge the CUSTOMER accordingly.

### 16.0 Developmental hardware sales and additional charges

- 16.1 All hardware sold for the purpose of Research and Development (R&D) is sold on an "As Is" basis. The deliverable is either an "off the shelf" device or a modified version engineered to a customer specification. This hardware is designed to either a mutually generated specification or a "best efforts" specification. In all cases, it should be known that there may be additional charges relating to re-work, additional engineering and new components that are considered above and beyond the scope of the original specification / deliverable to enable it to perform in the intended or modified / new application. The CUSTOMER will be responsible for all charges relating to transportation, re-work, materials, on-site visit, travel expenses, etc. to define and solve the issue. International customers and distributors will be additionally responsible for all import/export charges. MSI will issue a quotation for the anticipated charges. A CUSTOMER purchase order is required before starting any work or purchasing any materials.

MSI is not responsible for the results of the delivered device if it is outside of the performance specifications described on a sales order acknowledgement.

A typical complementary developmental contract is structured so that the customer issues a purchase order for a minimum amount of \$5,000. Once the funds are received by MSI, they are applied to the developmental support project for time spent on research, problem solving, lab work, teleconferences/communications, replacement parts, shipping expenses and travel expenses. All pass through expenses (travel, shipping, etc. are billed at cost + 10%). MSI will issue an expense report as required by the customer