



TERMS AND CONDITIONS OF SALE

The following terms and conditions (“Terms and Conditions”) apply to the sale and shipment of products (“Products”) by Dynisco Instruments LLC or any of its affiliates (collectively, “Seller”) to any purchaser (“Buyer”) unless otherwise agreed to in writing by Seller. Additional terms and conditions as found on Seller’s forms of acknowledgement and invoices are to be considered as part of these Terms and Conditions. These Terms and Conditions will supersede any terms and conditions stated in any purchase order or similar document furnished by Buyer and may be modified only by the express agreement of Seller and Buyer.

Payment Terms. All payments due to Seller shall be due net 30 days from the date of invoice, and shall be payable by wire transfer or check, in United States dollars, to an account designated by Seller. Seller reserves the right to change its terms of sale or to require prior payment, a letter of credit, or cash on delivery when, in the opinion of Seller, the financial condition or previous payment record of Buyer so warrants. Should Buyer become delinquent in any payment due, Seller shall be entitled, without notice, to suspend performance until the delinquency has been corrected. Seller shall not be obligated to extend credit to any Buyer.

Prices. All prices quoted are exclusive of any applicable taxes and import/export duties imposed by federal, state, city or local authorities, including, without limitation, sales and use taxes, value added taxes, excise, property, customs, and similar taxes or duties. Any such tax, fee, or charge shall be paid by Buyer in addition to the prices quoted or invoiced. Prices shown on Seller’s acknowledgment are Seller’s present effective prices. Shipments will be billed at Seller’s prices in effect at the time of shipment. A copy of Seller’s latest prices in effect at the time of shipment will be forwarded upon request.

Acceptance of Orders. All orders for Products must be presented in writing. Orders shall not be considered accepted unless Seller expresses its acceptance in writing or ships the Products ordered. If the order is a blanket purchase order and Seller accepts any portion of the blanket purchase order in writing or ships any Product under the blanket purchase order, the entire blanket purchase order shall be deemed accepted by Seller, and these Terms and Conditions shall apply to the entire blanket purchase order. Seller reserves the right to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders for any Product from all sources exceed Seller’s inventory or ability to deliver. Seller may allocate available inventory and production in its sole discretion.

Cancellation of Orders. Accepted orders, whether a one-time or a blanket purchase order, may be cancelled by Buyer only with Seller’s prior written consent and only upon payment of such reasonable cancellation charges as Seller may request. Reasonable cancellation charges may include, but not be limited to, tooling and work-in-progress expenses. If Seller does not consent to cancellation, Buyer shall pay the full amount of such order.

Shipment & Delivery. Delivery dates indicated on any quotation or order acknowledgment are estimated and are not guaranteed. In the event that Products ordered under a blanket purchase order are not released by Buyer within 180 days of acceptance of the order by Seller, Seller may ship the Products and invoice Buyer accordingly. All shipments are made FCA Franklin, MA, USA, unless otherwise specified in Seller’s order acknowledgment. Unless otherwise requested in Buyer’s order, Seller will select the least expensive method of shipment, taking into consideration the delivery schedule and any special requirements of Buyer’s order, and Buyer will pay all transportation, freight and similar charges, including taxes and import duties.

Title to the Products and risk of loss or damage shall pass to Buyer upon issuance of the carrier’s bill of lading, and Seller shall not be liable for any delays or loss or damage to the Products in transit. Taxes, duties, freight, and shipping charges will be included on Seller’s invoice and are subject to all terms and conditions of payment stated herein. Inspection. Buyer shall inspect all Products upon arrival and shall give written notice to Seller, within five (5) days of arrival, of any claim for shortage or other nonconformance with the terms of Buyer’s order. If Buyer fails to give timely notice, all Products shall be deemed to conform to the terms of Buyer’s order.

Force Majeure. Seller shall not be liable or deemed to be in default for non-performance or delay in performance of its obligations under these Terms and Conditions to the extent caused by conditions beyond its control, including war, civil disturbances, fire, flood, acts of God, governmental laws, regulations or orders, strikes or labor disputes affecting Seller or its suppliers, accident, explosion, casualty, embargo, or inability to secure necessary labor, materials or supplies.



Returns and Restocking Fee. No returns will be accepted without a return material authorization (“RMA”) number. Seller shall determine, in its sole discretion, whether it will provide an RMA number. To obtain an RMA number, Buyer should call Seller’s customer service department. If given, RMA numbers shall be valid for forty-five (45) days from issuance. Products returned for credit must be in the same condition as when such Products were shipped by Seller and in the original, unopened packaging. Seller may charge a restocking fee of up to twenty-five percent (25%) of the invoice price for all returned Products, unless Products are returned under a valid warranty claim.

Limited Warranty. Seller warrants that all Products manufactured by Seller will be free from defects in material and workmanship and will conform substantially to Seller’s specifications as set forth in any applicable Product documentation for a period that is product specific (see below), from the date of shipment. Notice of any defect, including a reasonably detailed description of the problem or difficulty experienced, must be made to Seller in writing within thirty (30) calendar days following discovery thereof and prior to the expiration of the warranty period as described above.

If Seller determines that any Product does not conform to the foregoing warranty, Buyer’s sole remedy, and Seller’s entire liability, for breach of the foregoing warranty shall be the repair or replacement, at Seller’s option, of the non-conforming Product or part or, if neither is, in Seller’s opinion, commercially feasible, a refund of the purchase price paid for commercially feasible, a refund of the purchase price paid for the Product. Defective Products must be returned to Seller’s plant or a designated Seller service center for inspection. Buyer will prepay all freight charges to return any defective or non-conforming Product to Seller’s designated facility, and Seller will deliver the repaired or replacement Products to Buyer freight prepaid. Products returned to Seller for which Seller provides replacement Products hereunder shall become the property of Seller. At Seller’s option, replacement of any Product may be made by substitution of another Product that is substantially similar in form and function. The warranty on repaired or replacement Products furnished pursuant to this warranty shall be limited to the unexpired portion of the original warranty period. Product warranty is product specific and as follows:

- Echo Series Two (2) years
- Vertex Series Four (4) years
- All other pressure sensor products Three (3) years
- All other Dynisco products One (1) year

Limitation of Liability: Seller’s warranty obligations shall not apply to any Products that are normally consumed in operation or have a normal life inherently shorter than the warranty period stated herein. The warranty does not apply to failures caused by misuse, mishandling or misapplication. In the event that any Product is altered or repaired by Buyer or any third party without Seller’s prior written approval, or is damaged, altered, or installed in other assemblies before correction of any nonconformities, all warranties are void. When, under applicable law, implied warranties may not be excluded in their entirety, such warranties will be limited to the duration of the applicable written warranty. Products, equipment and accessories not manufactured by Seller are warranted only by the original manufacturer and only if and to the extent set forth in the original manufacturer’s warranty as stated on the Product labeling and/or instructions, if applicable.

TO THE FULL EXTENT ALLOWED BY LAW, THE WARRANTY AND REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS, OR CONDITIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ADHERENCE TO DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND.

THE TOTAL LIABILITY OF SELLER FOR DAMAGES, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE, WHETHER SOLE OR CONCURRENT), OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCTS HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT OR PART THEREOF GIVING RISE TO THE CLAIM.

Software Licenses. Buyer is hereby notified that if any Products either constitute or comprise computer software, Buyer will be deemed to have agreed to the terms of any applicable software licenses by installing or using the software or opening its



packaging.

Compliance with Laws. Buyer is responsible for compliance with any laws, regulations and other legal authorities applicable to the export, transfer, sale or other disposition of the Products. Without limiting the foregoing, Buyer is responsible for compliance with all applicable U.S. export control laws and regulations, and shall not export, re-export, or otherwise transmit, directly or indirectly, any Product, software, technical data, or other materials received from Seller, or information that is the direct product of such information, unless in full compliance with all applicable laws and regulations, including obtaining any required approvals or export licenses. Buyer will comply with any additional policies or restrictions applicable to the sale, disposition or use of the Products, as Seller may advise.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.”

See EAR § 758.6.

Finance Charges and Collection Expenses. Any amounts due to Seller that are not paid on the due date therefor shall bear interest, from the date due until paid in full, at a rate equal to the lower of one and one-half percent (1.5%) per month or the highest legal rate, compounded monthly. If Seller deems it necessary to refer an account to an agent or attorney for collection, all costs and expenses of collection (including, without limitation, reasonable attorney fees) will be charged to Buyer’s account and will accrue interest at the rate stated above. Seller may set off against any sum otherwise due from Seller to Buyer or its affiliates any sums or amounts then due from Buyer and its affiliates to Seller and its affiliates.

Governing Law. These Terms and Conditions, and any disputes which may arise out of deliveries from Seller to Buyer or any other transactions or agreements to which these Terms and Conditions apply, shall in all respects be governed by and interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any other jurisdiction. Buyer consents to the jurisdiction of any court located in the Commonwealth of Massachusetts with respect to any legal action or proceeding arising out of the sale of Products, or seeking to enforce any provision of, or based on any right arising out of, these Terms and Conditions, and Buyer waives any objection to venue laid therein.

Interstate Mercury Education & Reduction Clearinghouse (IMERC) Statement

Dynisco has put in great efforts to develop a Mercury alternative to provide customers. We believe that the environment is a precious thing, which is the reason that Dynisco has invested a significant amount of resources to find an alternate solution. For over a decade, Dynisco has partnered with our largest competitors and IMERC (Interstate Mercury Education & Reduction Clearinghouse) to provide education, insight and understanding as to why Mercury is used, when alternatives can be substituted and the continued progress on reducing and eventually eliminating the need for Mercury. As part of our continued partnership with IMERC states, Dynisco has filed all of the required regulatory compliance reports in addition to maintaining a credible and reputable waste stream both locally and globally.

Miscellaneous. The rights and remedies of Seller herein are cumulative and are in addition to all other rights and remedies available at law or in equity. Any failure to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or any other provision nor of the right to enforce such provisions. The invalidity, in whole or in part, of any provision hereof shall not affect the remainder of the provisions. Any waiver or renunciation of a claim or right arising out of breach must be in writing and signed by the injured party. Headings to the paragraphs of these Terms and Conditions are for convenience only, and shall not be used in the interpretation hereof.



From lab to production,
providing a window into the process



ISO REGISTRATION/ A2LA ACCREDITATION

Dynisco LLC is accredited by A2LA – Certificate Number 3910.01
Dynisco Instruments is registered to ISO9001:2008- Certificate Number FM23475

Certificate Number 3910.01

