



Terms and Conditions of Sale (as of 07/2013)

SELLER'S OFFER:

The Terms and Conditions of Sale contained herein (the "Agreement") constitute the entire agreement between Micro-Epsilon America, ("Seller" or "Micro-Epsilon America") and the party which places a purchase order with Micro-Epsilon America ("Buyer") and shall control all purchases of Products and Services (as herein-after defined) by Buyer from Micro-Epsilon America.

Micro-Epsilon America will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing by Micro-Epsilon America. No form of acceptance except Micro-Epsilon America's written or electronic acknowledgment provided to Buyer or Micro-Epsilon America's commencement of performance shall constitute valid acceptance of Buyer's purchase order; any such acceptance is expressly conditioned on Buyer's assent to the terms hereof and the exclusion of all additional or different terms except as may be set forth in a written agreement expressly superseding these terms.

ACCEPTANCE:

Buyer accepts these Terms & Conditions, by any of (a) executing a separate agreement with Micro-Epsilon America that incorporates these Terms & Conditions, (b) delivering a Purchase Order or equivalent to Micro-Epsilon America for Products or Work with quantities and delivery dates acceptable to Micro-Epsilon America, regardless of said Purchase Order's or equivalent's inclusion or purported modification or rejection of these Terms & Conditions, (c) accepting delivery of the Products or Work, or (d) paying part or all of the price for the Products or Work, whether prior to delivery or not, whichever of said acceptance methods comes first.

ORDERS:

Buyer shall purchase Products or Services by issuing a written purchase order (the "Order") signed by an authorized representative, indicating specific Products, quantity, unit price, total purchase price, shipping instructions, bill-to and ship-to addresses, tax exempt certificates, if applicable, and any other special instructions. Any contingencies contained on such order are not binding upon Seller. Seller will accept or reject orders according to its then current procedures. All Orders are subject to acceptance in writing by Seller.

PAYMENT:

Payment terms are net 30 days from invoice date for customers with approved credit. Accounts more than 30 days past due will be subject to a late charge at the rate of 1½% per month or the highest rate permitted by applicable law, whichever is higher. As security for the full and prompt payment, in cash, of any amounts due under this Agreement, Buyer hereby grants to Seller a security interest in any goods furnished by Seller to Buyer. Buyer hereby irrevocably designates and appoints the Seller as its agent and attorney-in-fact to act for and on Buyer's behalf to execute and file any document and to do all other lawfully permitted acts to perfect this security interest or protect Seller's interest in the goods with the same legal force and effect as if executed by Buyer.

DELIVERY TERMS:

A projected time of delivery is ordinarily stated in Micro-Epsilon America's Quote or otherwise communicated to the Customer. Any time of delivery stated by Micro-Epsilon America is only an estimate, and the time of delivery is subject to change without notice. Micro-Epsilon America does not guarantee delivery by any estimated date.

Delivery terms shall be E.X.W. Raleigh NC. Delivery to carrier at point of origin shall constitute delivery to Buyer and thereafter the shipment shall be at Buyer's risk. Claims for loss or damage to products in transit should be made to the carrier and not to Seller.

RETURNED GOODS:

Material may not be returned without prior authorization. A minimum of twenty five percent (25%) handling / restocking charge, after inspection and at Seller's discretion, can be made upon all goods returned for credit. Goods returned for credit must be in new like condition and returned within five (5) days after receipt. Custom items or special order merchandise including all nonstandard material is not returnable.

EXPORT:

Micro-Epsilon America's policy is to fully comply with all applicable U.S. trade laws and regulations, including, without limitation, The Export Administration Act and the Export Administration Regulations administered by the U.S. Department of Commerce, Bureau of Industry and Security. Micro-Epsilon America is not responsible for any violation by Customer or any third parties of any applicable U.S. trade laws or regulations related to the sale, transfer or use of any Products. Customer hereby indemnifies and holds Micro-Epsilon America and its employees, officers, and directors harmless from any and all claims and liabilities (including, without limitation, reasonable attorney's and other professional fees) that arise from or relate to any violations of any applicable U.S. trade laws or regulations alleged or committed by Customer or any third party acting for or on behalf of Customer related to any Product."

LIMITED WARRANTY and EXCLUSION:

Micro-Epsilon America warrants the Products to be free of material defects in materials and workmanship for a period of one (1) year from the date of shipment. Any Products Customer believes to be in violation of this warranty must be shipped to Micro-Epsilon America with all shipping costs paid by Customer or offered to Micro-Epsilon America for inspection and examination within said one (1) year period. Upon Micro-Epsilon America's examination and if a material defect is found, Micro-Epsilon America will, at its sole option, refund the purchase price of, or repair or replace at no charge to Customer, any Products. This limited warranty does not apply to any defects resulting from any action of Customer, including, without limitation, improper installation, interfacing, or repair; unauthorized modification; misapplication; or mishandling (including, without limitation, exposure to excessive current, cold, heat, outdoor air, or moisture).

If no material defect is found upon examination or a Product is not for some other reason within this limited warranty's coverage, Micro-Epsilon America's service time expended on and off-site will be charged to Customer at Micro-Epsilon America's then standard hourly rates. Micro-Epsilon America will have no further warranty obligation under the Contract if the Product is subjected to abuse, misuse, negligence or accident or if Customer fails to perform any of its duties or responsibilities set forth herein.

IN NO EVENT SHALL BUYER BE ENTITLED TO ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES OF ANY KIND, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING

No action or suit to enforce Buyer's rights or remedies arising from this sale shall be commenced later than one year from the date of shipment.

FORCE MAJEURE:

Micro-Epsilon America shall not be liable for any delay in or impairment of performance resulting in whole or in part from catastrophic events, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather, war, acts of terrorism, civil unrest, acts of god, or any other circumstances or other cause beyond the control of Micro-Epsilon America. In the event that such occurrences prevent or interfere with Micro-Epsilon America's ability to complete its Work, Customer shall accept as full and complete fulfillment of the order and the Contract such portion of the goods as Micro-Epsilon America is able, under the circumstances, to procure and deliver in accordance with the same.

RETENTION OF TITEL:

Items pertaining to the Supplies ("Retained Goods") shall remain the property of the Supplier until each and every claim the Supplier has against the Purchaser on account of the business connection has been fulfilled.

For the duration of the retention of title, the Purchaser may not pledge the Retained Goods or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment.

The Purchaser shall inform the Supplier forthwith of any seizure or other act of intervention by third parties.

TRANSFER OF RISK:

1. Even where delivery has been agreed freight free, the risk shall pass to the Purchaser as follows:

- a) if the Supplies do not include assembly or setup, at the time when the Supplies are shipped or picked up by the carrier. Upon request of the Purchaser, the Supplier shall insure the Supplies against the usual risks of transport at the expense of the Purchaser;
- b) if the Supplies include assembly or set up, at the day of taking over in the own works or, if so agreed, after a fault-free trial run.

2. The risk shall pass to the Purchaser if dispatch, shipping, the start or performance of assembly or erection, the taking over in the own works or the trial run is delayed for reasons for which the Purchaser is responsible or if the Purchaser has otherwise failed to accept the Supplies

SEVERABILITY CLAUSE:

If one or more stipulations of these General Conditions of Sale is deemed invalid or declared invalid pursuant to a law, regulation or following a definitive decision by a court having jurisdiction, the other stipulations shall retain their full force and scope.

COMPLIANCE and APPLICABLE LAWS:

Each party agrees to be responsible for complying with all applicable laws, rules, regulations, judgments, decrees, orders and permits in performing its obligations under these Terms and Conditions.

THESE TERMS AND CONDITIONS OF SALE AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT IN WAKE COUNTY, NORTH CAROLINA AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN WAKE COUNTY, NORTH CAROLINA AND SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

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