

Terms and Conditions of Sale

All quotations and sales by Absolute Process Instruments, Inc. (API), Cecomp Electronics (Cecomp) division and Api-Camille-Bauer Division are subject to these terms and conditions.

1. Except as otherwise set forth on the front of this document: Terms of payment are NET 30 days from invoice date; prices are FOB Libertyville, IL, normal shipment via UPS Ground pre-pay and add; and product prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of customer. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent per month (18% per annum). Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. Absolute Process Instruments, Inc reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's creditworthiness or should customer fail to fulfill any obligation when due.
2. In the absence of prior agreement as to shipping, Absolute Process Instruments, Inc. may select a carrier. Absolute Process Instruments, Inc's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to customer, or to customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first.
3. Products manufactured or sold by Absolute Process Instruments Inc. (API) are warranted to be free from deviations in material and workmanship according to the product category below. During this time, and within the boundaries set forth in this warranty statement, API Inc. will, at its sole discretion, correct the product problem or replace the product.

API signal conditioners, isolators, transmitters, power supplies manufactured by Absolute Process Instruments Inc.

Warranty: Lifetime

API-Camille Bauer products

Warranty: 3 years from date of purchase

API current switches, current transmitters, current transducers

Warranty: 3 years from date of purchase

API/Cecomp Digital pressure/vacuum gauges, pressure products, transmitters, alarms

Warranty: 1 year from date of purchase

API/Cecomp Custom Manufactured Products

Warranty: 1 year from date of shipment

This warranty shall not apply to product problems resulting from: a) Improper application, improper installation, incorrect wiring, or operation outside of the approved specifications of the product, b) Accidents, power surges, power disruptions, power outages, static electricity, or improper voltages or currents, c) Inadequate site maintenance or preparation by the buyer or user, d) Abuse, misuse, or unauthorized modification, or e) Acts of God including, but not limited to, lightning strike, floods, fire, earthquake, etc. API products are not for use for, with, or in any medical devices or applications including, but not limited to, patient care, life support systems or medical research. API Inc. assumes no responsibility or liability for any loss or damages resulting from use of a API product in a medical or life support application. Customer will indemnify and hold Absolute Process Instruments, Inc. harmless from any loss, cost or damage resulting from customer's breach of the provisions of this provision. This warranty is in lieu of all other warranties, expressed or implied, including but not limited to any implied warranty of merchantability, fitness, or adequacy for any particular purpose or use. API shall not be liable for any special, incidental, or consequential damages, whether in contract, tort, or otherwise. In no event shall API be liable for direct, indirect, special, incidental or consequential damages (including loss of profits or loss of time) resulting from the performance of an API product. In all cases, API liability will be limited to the original cost of the API Inc. product in question. API Inc. reserves the right to make improvements in design, construction, and appearance of products without notice. API Inc. may at its sole discretion discontinue support, warranty, or repair of products which it deems are obsolete or for which repair parts are no longer available. No employee or agent of API Inc. has the authority to modify the terms of this warranty in any manner whatsoever without the express written permission of API Inc.

4. Absolute Process Instruments, Inc. retains a purchase money security interest in all products sold by Absolute Process Instruments, Inc. to customer, and in the proceeds of any resale of such products, until the purchase price and any other charges due to Absolute Process Instruments, Inc. have been paid in full. Customer agrees to execute any financing statements Absolute Process Instruments, Inc. may request in order to protect Absolute Process Instruments, Inc.'s security interest and hereby authorizes Absolute Process Instruments, Inc. to execute and irrevocably appoints Absolute Process Instruments, Inc. its attorney in fact for the execution of such financing statements. Upon any breach by customer of these terms and conditions, Absolute Process Instruments, Inc. will have all rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies will be cumulative and not exclusive. Customer is responsible for all costs and expenses incurred by Absolute Process Instruments, Inc. in collecting any sums owing by customer (which may include, but are not limited to, collection agency and reasonable attorneys' fees). If Absolute Process Instruments, Inc. incurs costs collecting on any judgment arising out of customer's breach, customer will be responsible for them, and this provision will survive the entry of any such judgment. Absolute Process Instruments, Inc. shall have the right to offset any sum owed by Absolute Process Instruments, Inc. or any Absolute Process Instruments, Inc. subsidiary to Customer against any sum owed by Customer to Absolute Process Instruments, Inc. or any Absolute Process Instruments, Inc. subsidiary. All transactions are governed by the laws of the State of Illinois. The parties waive any right to trial by jury.

5. Products are deemed accepted by customer unless customer notifies Absolute Process Instruments, Inc. in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Materials Authorization

number issued by Absolute Process Instruments, Inc. To obtain a Return Materials Authorization number (RMA#) customer can call Absolute Process Instruments, Inc. Customer Service at 800-942-0315 or email customer support at SUPPORT@api-cecomp.net. Customer must include the RMA# and information regarding the reason for the return with the returned product. Shipping costs for returns must be prepaid by the customer. For your protection, items must be carefully packed to prevent damage in shipment and insured against possible damage or loss. API Inc. will not be responsible for damage resulting from careless or insufficient packing or loss in transit.

6. Absolute Process Instruments, Inc. (API) will not be liable for any failure or delay in the delivery or shipment of products, or for any damages suffered by customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by API's suppliers or any other cause or causes beyond API's reasonable control. API reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. API reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any product which is in short supply.

7. All quotations and sales are made only upon these terms and conditions and those on the front of this document. This document, and not any purchase order or other customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer or counter-offer and is a rejection of any other terms or conditions. Customer, by accepting any products, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not Absolute Process Instruments, Inc. (API) will specifically or expressly object to any of customer's terms. API's failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of API before becoming binding on API.

8. If customer's order is placed under a contract with the United States Government, Absolute Process Instruments, Inc. agrees to comply with those contract provisions and regulations with which, pursuant to law, it must comply and of which customer has, at the time of order placement, placed Absolute Process Instruments, Inc. on notice. In no event will United States Government Cost Accounting Standards apply. All rights in technical data and software owned or licensed by Absolute Process Instruments, Inc. or the manufacturer are hereby reserved and deemed restricted or limited. No provision of customer's contract with the government will be binding on API or the manufacturer except as expressly set forth in this paragraph.

9. Unless specifically otherwise agreed in writing by Absolute Process Instruments, Inc., customer acknowledges that products sold by Absolute Process Instruments, Inc. are not intended for and will not be used in nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold Absolute Process Instruments, Inc. harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.

10. Except for the warranty coverage referenced in paragraph 3, above, NEITHER ABSOLUTE PROCESS INSTRUMENTS, INC. NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN ABSOLUTE PROCESS INSTRUMENTS, INC.'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED ABSOLUTE PROCESS INSTRUMENTS, INC. OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.

11. The performance of any value-added service may void the manufacturer's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable. Any third party value-added service provider is deemed to be an agent of customer.

12. Absolute Process Instruments, Inc. makes no representation or warranty with respect thereto of any software included in or relating to products supplied by the manufacturer and will have no liability in connection therewith. Customer agrees to comply with the manufacturer's or other requirements with regard to proprietary and similar rights in and to such software (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if the seal on any "shrink wrapped" software has been broken by Absolute Process Instruments, Inc., and will indemnify Absolute Process Instruments, Inc. against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of such requirements.

13. In order to defray the cost of customer account administration, any credit balance or other sum owed to customer which remains unclaimed by customer for a period of eighteen months will become the property of Absolute Process Instruments, Inc.

14. No order may be cancelled, rescheduled or reconfigured without Absolute Process Instruments, Inc.'s prior written authorization and, in such event, customer will be liable to API for any additional costs and expenses incurred by API.

15. Prices are subject to change by Absolute Process Instruments, Inc. upon customer rescheduling or reconfiguration of orders.