



TERMS AND CONDITIONS FOR ORDERS AND SALES

Orders: All orders are subject to acceptance by Durham Geo Slope Indicator (“DGSi”).

Catalog Orders: Catalog orders should include purchase order number (if required by customer), company name, complete shipping and billing addresses, and name, title and telephone number of person ordering. Orders should state part numbers, descriptions and any applicable options.

Prices: Published prices are in U.S. Dollars and are subject to change without notice. All invoicing will be made at the price prevailing at DGSi upon receipt of order, unless covered by a valid quotation. Current prices will be furnished on request.

Quotations: All proposed prices and delivery times are valid for 30 days from the date of this quotation, unless otherwise noted. Thereafter, they are subject to change by DGSi without notice. Unit prices are based on the quantities quoted and are subject to change if the quantity ordered differs from the quantities quoted. Quotations are FOB shipping point. On request, quotations can be made on another basis, such as FOB domestic destination or CIF overseas destination. Estimates of shipping and insurance charges will be supplied on request, but charges will be invoiced based on actual cost at date of shipment.

Taxes and Surcharges: No Federal, state, or local excise, sales, use, or occupational taxes or surcharge fees are included in DGSi's published prices or quotations, except when specifically noted. All prices quoted are subject to increase or decrease when such taxes or fees are increased, decreased, or applied. Sales taxes will be added to the invoice where applicable unless the Purchaser provides an appropriate exemption certificate.

Terms: Domestic - On establishing an account with DGSi and approval of credit, terms of sale are net 30 days from invoice date. Payment may also be made by Mastercard, Visa or American Express. All past due balances are subject to a finance charge of 1.5% per month. Export - Export shipments will be made only after receipt of a Confirmed Irrevocable Letter of Credit allowing shipment from any U.S. port, advance payment, or by special terms arranged with DGSi. The Purchaser shall pay all fees and costs charged by Purchaser's or DGSi's banks or finance companies related to procuring or drawing against Letters of Credit or other customer related services unless DGSi agrees otherwise in writing. Amounts for all export shipments are payable in U.S. Dollars.

Additional Terms for Export Sales: Letter of Credit Fee – Additional fee will be added for use of Letter of Credit. Legalization Fee – Additional fee will be added if Purchaser's country requires Legalization. Mandated Pre-Shipment Inspection (PSI) – If PSI is required by Purchaser's government, all charges for inspection must be borne by Purchaser. PSI charges are not included in this quotation and will be added if incurred. Inspection requirements may create shipment delays beyond our control.

Bank: Wire transfer information provided on request.

Shipments and Delivery: Unless otherwise agreed in writing, shipments are made as soon as possible after receipt of order. DGSi will ship by the method of transportation deemed by DGSi to be the most satisfactory unless a transportation method is specified by Purchaser. DGSi reserves the right to make partial shipments where circumstances beyond its control may delay a portion of the order. The Purchaser will pay all loading, freight, shipping, insurance, forwarding and handling charges, taxes, storage, export or import tariffs, and all other shipping and transportation charges and duties relating to the shipment and delivery of any of the Products. The Purchaser will also pay bank charges and other charges unrelated to the price of the product including, without limitation, third party inspection charges whether inspected at point of origin or point of delivery.

Damage in Transit: When shipments leave our facility, they are in good condition or the carrier will not accept them. Damage in shipping is rare but Purchaser should always check for evidence of damage or loss before signing for any shipment. Purchaser should not accept any shipment that has apparent damage until the carrier notes and acknowledges such damage in writing. Purchaser should keep original packing materials until equipment has been fully examined in operation. Purchaser should notify DGSi immediately of all damage claims so that DGSi can arrange an inspection and file a claim with the carrier. All claims for damaged shipments must be reported to DGSi within ten days and damaged items must not be used without authorization by DGSi. If Purchaser designates or arranges shipment with a specific carrier, Purchaser is responsible for filing a damage claim with that carrier.

Errors and Shortages: DGS shall use every precaution to ensure that no items are omitted from a shipment and that all items are properly packed for transportation. The Purchaser is responsible to open and examine each shipment upon receipt and to notify DGS immediately upon discovery of errors or shortages in the shipment. DGS assumes no responsibility for errors or shortages reported to it later than 10 days after receipt of shipment.

Responsibility and Risks: DGS shall not be responsible for delays resulting directly or indirectly from strikes, accidents, acts of carriers, or other circumstances, similar or dissimilar, beyond its control. The Purchaser assumes all risk of loss for goods after they have been delivered by DGS to the carrier or to such other destination as has been previously agreed upon by the parties.

Return of Goods: Goods produced to special specifications are not returnable. Other goods are returnable at the sole discretion of DGS. The Purchaser shall not ship goods back to DGS for any reason without DGS's prior written consent and returned goods must include a Returned Goods Authorization number issued by DGS. Notwithstanding such consent, DGS reserves the right to inspect the goods at its factory and to refuse at its discretion to accept the return of any item. Purchaser agrees to pay a 25% restocking charge on all returned items. Any use and/or damage by the Purchaser, or damage due to Purchaser's improper repackaging, may result in further charges as necessary to place item(s) in a condition that will allow the item(s) to be resold, or rejection of the returned goods by DGS. Freight on returned items shall be prepaid by the Purchaser.

Special Products: Quotations for custom designs or adaptations will be prepared on request. Special products are not returnable. If an order for a special product is placed and subsequently cancelled prior to shipment, Purchaser will be invoiced for costs incurred up to the time of cancellation.

Purchaser's Remedies: Both parties agree that the Purchaser's exclusive remedy for defective and nonconforming goods shall be replacement of the item by DGS or, at DGS's option, repair of the item after acceptance or return as required by these terms and conditions.

Limited Warranty: DGS applies its warranties on a product basis. A complete warranty statement on each product is available upon request. The obligation of DGS is hereafter limited to replacement or, at its option, repair of products returned to it, should DGS's examination disclose, to its satisfaction, that the products were not free from defects. Products repaired or serviced by DGS are warranted against defects in workmanship and materials for a period of 90 days, or the remainder of the original warranty period, whichever is greater. Any products or accessories that are not manufactured by DGS and are supplied by other manufacturers are subject to their respective manufacturer warranties. **IN NO EVENT SHALL DGS BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR INSTALLATION, ADJUSTMENT, LOST PROFITS OR OTHER COSTS WHICH MAY ARISE IN CONNECTION WITH SUCH PRODUCTS. THE APPLICABLE PRODUCT WARRANTY EXTENDS ONLY TO THE ORIGINAL CUSTOMER OF DGS OR DGS'S AUTHORIZED DISTRIBUTOR, AS THE CASE MAY BE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND OF ALL OTHER OBLIGATIONS AND LIABILITIES OF ANY KIND AND CHARACTER. EXCEPT FOR THE WARRANTY APPLICABLE TO THE SPECIFIC PRODUCT(S) PURCHASED, DGS MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

We accept no responsibility for damage or abuse to products due to improper installation, operation or attempts by the Purchaser to repair or modify the product.