

CONDRE TERMS AND CONDITIONS OF SALE

1. **THE CONTRACT:** These terms and conditions, together with the customer order and any order confirmation, shall constitute the agreement between the parties concerning the sale of the products and services ("Products") from Condre Incorporated, Inc. ("Condre"). No addition to or modification or waiver of any provision hereof shall be binding against Condre unless set forth in writing and signed by a duly authorized officer of Condre.

2. PURCHASE PRICE AND PAYMENT:

(a) The price of any Product not scheduled for shipment within thirty (30) days after the date hereof, or shipment of which is postponed by Customer until after such time, shall be subject to increase by Condre. Customer will be given proper notice of any such increases. If Customer considers the new prices unacceptable, Customer within ten (10) days after such notice may cancel that portion of any order subject to the price increase.

(b) Customer is solely responsible for all taxes, fees and permits relating to the sale or use of the Products and upon notice (whether at time of original invoice or thereafter) shall promptly reimburse Condre therefor, unless Buyer provides Condre with a properly executed certificate representing that Condre is not required to collect any such taxes. Buyer will indemnify and hold Condre harmless from any liability, penalties or expenses incurred by Condre as a result of its reliance upon such certificate.

(c) All orders for items not in stock will be backordered. Your Condre sales representative will be able to keep you apprised of the status of your merchandise. We do not contact the customer prior to shipment. Therefore, your sales representative must be informed if your requirements change. Special orders for Products not normally stocked may require an advance deposit. Lead times and availability will vary greatly on special orders. Your sales representative can advise you best on what to expect in these circumstances.

(d) Unless stated otherwise herein, payment terms are net thirty (30) days. Any amounts not paid when due may be subject to a late payment fee computed daily at the lesser rate of 1.5% per month, or the maximum rate permitted under applicable law.

3. **SHIPMENT:** Unless otherwise stated in an order confirmation from Condre, all shipments are F.O.B. Condre's manufacturing plant. Customer shall be responsible for all shipping costs. Condre shall select the carrier and may provide such carrier with reasonable shipping instructions; however, such carrier shall be deemed Customer's agent for all purposes. Delivery to any carrier shall constitute delivery to Customer, and title and risk of loss shall pass to Customer when the Products are so delivered. All orders over \$5000.00 shall be insured by Condre and the cost of such insurance billed to Customer. If Customer does not wish Condre to procure such insurance, Customer must notify Condre in writing not less than one week before shipment.

4. **DELIVERY:** Condre will make every effort to complete delivery of Products when indicated, but shall not be liable for any loss or damage incurred if delivery is not made on the estimated date or within a reasonable time thereafter. Condre shall have no liability for any delay in delivery due to causes beyond its reasonable control, including, but not limited to, delay in product availability, delay in transportation, acts of God, acts of government, or compliance with any governmental rules or regulations or, without limiting the foregoing, any other delays beyond Condre's reasonable control, and Condre shall not be liable for any loss or actual or consequential damage arising from late delivery. In no event shall Condre be liable for lost profits, or incidental, consequential, punitive or other damages of any description.

5. **CLAIMS:** Claims for loss or for visible or hidden damage in shipment are the responsibility of the Customer and must be made to the freight carrier immediately. Customer must ask for a prompt and thorough inspection by the carrier immediately to insure that claims are approved. CLAIMS FOR SHORTAGES MUST BE MADE TO CONDRE WITHIN (5) WORKING DAYS OF RECEIPT OF SHIPMENT BY CUSTOMER.

6. WARRANTY INFORMATION / LIMITATION OF LIABILITY:

(a) **General.** Except for Products that Condre has modified or integrated ("Condre Products"), the only warranties that Condre delivers are those expressly issued in writing by the manufacturer of with the Products. All applicable warranties from the manufacturer are passed on to the customer. Merchandise that has been replaced during the warranty period does not extend the warranty period past the original period.

(b) **Condre Products.** Condre warrants that Condre's Products will be free of defects in material and workmanship for one year from the date of delivery. If a "Condre Product" is defective, Condre will, at its option: (1) provide replacement parts necessary to repair the merchandise, (2) replace the Product with a comparable Product, or (3) refund the amount you paid for the Product.

(c) **Disclaimer of Warranty.** CONDRE EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS SOLD. EXCEPT AS TO "CONDRE PRODUCTS," CONDRE EXPRESSLY DISCLAIMS ANY LIABILITY FOR CLAIMS OF INFRINGEMENT BY ANY THIRD PARTY.

(d) Limitation of Liability: UNDER NO CIRCUMSTANCE SHALL CONDRE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY DESCRIPTION, RELATING TO THE GOODS SOLD OR ARISING OUT OF THEIR USE. IN NO EVENT SHALL CONDRE'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THE GOODS SOLD HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS INVOLVED. NO ACTION ARISING OUT OF A SALE OF PRODUCT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE DATE OF DELIVERY.

7. MISCELLANEOUS:

(a) Jurisdiction. This Agreement shall be deemed to have been made in and governed by the laws of the State of Minnesota (without regard to its principles of conflicts of law). Any dispute hereunder shall be brought in the courts of the state of Minnesota, and the Customer agrees to the personal jurisdiction of such courts.

(b) Consumer Notices. This warranty gives you (Owner) specific legal rights. You (Owner) may also have other rights which may vary from state to state. THE SELLER (CONDRE) UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT. THE SELLER (CONDRE) ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU (CUSTOMER) MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT.

(c) Return Policy. There are no rights to return products. Condre may accept some returns, but only in accordance with the attached Product Return Policy.

By signing below you agree to the Terms and Conditions of Sale presented in this document.

Authorized Signature _____ **Date** _____

Print Name _____ **Title** _____

CONDRE INCORPORATED, INC.
PRODUCT RETURN POLICY

1. RETURN POLICY OF CONDRE: Customer's ability to return any Product is within the sole discretion of Condre. All returns must be approved by Condre in advance. Except in situations involving a shipping error by Condre or for defective or DOA merchandise, all returns shall be subject to a 25% restocking charge. **ALL RETURNS ARE FOR CREDIT ONLY.** No refund checks are issued. Credit memos for use only against future Orders will be issued to Customer for all authorized returns. Credit will be issued at the lower of (i) the invoice price or (ii) the current price. Credit must be used within six (6) months from the date of issuance.

2. PROCEDURE FOR RETURNS:

(a) Approval and Issuance of RMA Number for any Returned Product

Before returning any Product you must contact Condre Customer Service [952-294-4900] to obtain Condre's approval and a Return Materials Authorization form ("RMA") and RMA number. The RMA form will be faxed, mailed or emailed once you have been approved to return this Product. When calling Condre to request a return, please have the following information ready:

- Your name or your company name
- The Condre invoice and/or sales order number
- Date of invoice
- Condre part number in question
- Serial number for item
- Summary of the problem

(b) RMA Form/Packing Slip: Once the information is verified and a return approved by Condre you will receive a RMA Form/Packing Slip with your approved RMA number on it. Please do the following:

- Return the Product **PROMPTLY**; RMA numbers are valid only for 21 calendar days from date of issue.
- The RMA form/packing slip must be displayed on the outside of the box. **DO NOT WRITE ON THE ORIGINAL BOX.**
- Returned Products must be in saleable condition, which means that they are undamaged, unmarked, complete and in the original packaging. If goods do not meet Condre's resale standards, they will be returned to you.
- Returned Products must be shipped freight pre-paid in their original box with all packing materials, manuals, cables and cords included. **A CHARGE WILL BE APPLIED FOR MISSING OR USED ITEMS.** Product not returned in **ORIGINAL** packaging will be refused.
- All disc drives must be shipped to Condre by 2nd day air.
- All equipment returned without an RMA or freight collect will be refused.
- Any RMA's returned via US mail will be refused.
- The customer is responsible for shipping charges both ways.
- Credit for refused merchandise will be issued to your account and can be applied only to future Orders.

(c) Dead On Arrival" (DOA) POLICY [Contact your Sales Representative]: For a period of 30 days from invoice, Condre shall replace or repair, in its sole discretion, any equipment that is DOA. **THE 30-DAY EXCHANGE PERIOD FOR DOA PRODUCT BEGINS FROM THE DATE OF THE INVOICE AND NOT FROM THE TIME YOU OPEN THE BOX.** Accordingly, Customer is solely responsible for timely testing of equipment upon receipt. If the Product is deemed by Condre not to be DOA Customer will be assessed a testing and diagnosis charge. **CONDRE'S DOA POLICY DOES NOT COVER PHYSICAL DAMAGE, WHETHER VISIBLE OR HIDDEN, INCURRED IN TRANSIT. ALL SUCH DAMAGE CLAIMS MUST BE HANDLED DIRECTLY WITH THE DELIVERING CARRIER.**

(d) Returns For Repair [Contact the Technical Service Department]: Condre offers in-warranty and out-of-warranty service on many but not all Products. If the Product fails within the warranty period, we will repair it accordingly to the manufacturer's warranty. Please allow Condre's support staff to determine the most efficient way to handle the repair. If a Product fails outside of the warranty period contact Condre Technical Service for information on repair procedures and cost.