GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale (along with any directly associated written Seller specification or quotation) except as otherwise modified by Seller in writing signed by an authorized representative at Seller’s headquarters. Seller objects to other terms and conditions that may be proposed by the customer not otherwise consistent with these or other terms and conditions set forth in Seller’s written specification, quotation or order acknowledgment. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from the customer.

WARRANTY
A. HARDWARE: Seller warrants for a period of three (3) years from the date of invoice from Seller or its appointed distributor, as the case may be, that the hardware Products furnished hereunder will be of merchantable quality, free from defects in material, workmanship, design and repairmanship. Seller’s obligations under warranty for new Products provided under warranty are similarly warranted for a period of six (6) months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

B. SOFTWARE AND FIRMWARE: Unless otherwise provided in a Seller or third party license agreement, Seller warrants that the Software and Firmware delivered hereunder, when used with Seller-supplied hardware, will perform in accordance with published specifications, specifications prepared by Seller and agreed to by Buyer, and that the Software and Firmware will perform substantially as warranted for a period of three (3) years from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

C. FACTORY REPAIR AND FIELD EXCHANGE: Seller warrants for a period of six (6) months from the date of invoice from Seller or its appointed distributor, as the case may be, that billable or non-warranty factory repaired or field exchanged hardware Products furnished hereunder will be free from defects in material and workmanship. Products furnished on an exchange basis may be new or reconditioned.

D. SERVICES: Seller warrants that Products comprised of services, including engineering and customization, application programming services, whether provided on a fixed cost or time and material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by Seller. All other warranties relative to provided services are disclaimed.

E. CUSTOMER SPECIFICATIONS: Seller does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Customer and incorporated into the Products or for Products made by or sourced from other manufacturers or vendors specified by Customer. Any warranty applicable to such Customer-specified Products will be limited solely to the warranty, if any, extended by the original manufacturer of such Product, other than Seller to the extent permissible there under.

F. REMEDIES: Satisfaction of the above warranties will be limited, at Seller’s option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price of the Products involved, and where applicable, only after the return of such Products with Seller’s consent. Replacement Products may be new or reconditioned. Any warranty service (consisting of time, travel and expenses related to such services) performed other than at Seller’s factory, will be at Customer’s expense.

G. GENERAL: Warranty satisfaction is available only if (a) Seller is promptly notified in writing and (b) Seller’s examination discloses, to its satisfaction, that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration or modification; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

H. THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, AND APPLICABLE TO ENFORCEMENT TO CUSTOMERS PURCHASING FROM SELLER OR ITS APPOINTED DISTRIBUTOR.

LIMIT OF LIABILITY - IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER’S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING WITH THAT REGARD TO DIRECT DAMAGES, WILL NOT EXCEED THE COST OF THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY, ANY ACT INFRINGEMENT UNDER ANY SELLER ISSUED LICENSE (WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED UPON NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER’S VENDORS, APPOINTED DISTRIBUTORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION IN THIS AGREEMENT RELATING TO THE LIMITATION OF LIABILITY OR PROPERTY OR CONSENT OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

INTELLECTUAL PROPERTY
Seller will defend any suit or proceeding brought against the customer based on a claim that the design or construction, modification or repair of the Products or any part thereof infringed by Seller infringe any United States or Canadian Patent, Copyright or Mask Work Registration, provided that the customer promptly notifies Seller of such claim and result suit or proceeding in writing and further provided that, at Seller’s election and expense, (a) the customer gives Seller the opportunity to enter into and settle the suit or proceeding, including settlement, and (b) the customer provides all necessary information and assistance for that defense. Except for any consequential damages, Seller will pay all costs and damages finally awarded or agreed upon by Seller that are directly related to any such claim. In the event of a breach of infringement Seller’s obligation under the Agreement the Buyer will be entitled to sell, at its option and expense, either (i) products for the customer the right to continue using such Products; (ii) replaces the same with non-infringing Products; (iii) modifies the same so as to make them non-infringing; or (iv) accepts the return of any infringing Products and refunds their purchase price. Notwithstanding the foregoing, Seller will have no liability with respect to any claim of infringement to the extent based on a configuration or modification incorporated in the Products at the request of the customer.

INTELLECTUAL PROPERTY
This PARAGRAPH SETS FORTH SELLER’S ENTIRE LIABILITY WITH RESPECT TO INTELLEC- TUAL PROPERTY OR INFRINGEMENT OF PATENTS BY ANY PRODUCTS (INCLUDING SOFTWARE, HARDWARE, EQUIPMENT OR PRODUCTS THEREOF) OR BY THEIR OWNERSHIP, AND IS IN LIEU OF ALL WARRANTIES OR CONDITIONS RELATING TO INFRINGEMENT OR INTELLEC- TUAL PROPERTY, EITHER EXPRESS OR IMPLIED.

LICENSED SOFTWARE AND FIRMWARE
Product comprised of software or firmware may be subject to additional terms and conditions set forth in separate licenses, licensor to the extent contemplated by any claim for any infringement of the terms and conditions stated herein. Such Products will not be delivered or made available until the customer also agrees to the terms and conditions of such separate license agreements.

PACKING & MARKING
CUSTOMER-SPECIFIED PACKING OR MARKING MAY BE SUBJECT TO ADDITIONAL CHARGES NOT OTHERWISE INCLUDED IN THE PRICE OF THE PRODUCTS.

WEIGHTS AND DIMENSIONS
Published weights and dimensions are estimates or approximate only and are not warranted.

QUOTATIONS
Written quotations are valid for 30 days from date of issue unless otherwise stated. Verbal quotations expire the same day they are made. All typographical and clerical errors are subject to correction.

PRICES
Prices and other information shown in any Seller publication (including product catalogs and bro- chures) are subject to change, without notice or confirmation, by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. The customer will pay or reimburse Seller for all sales, use, excise or similar taxes. Products comprised of time and material services will be provided in accordance with Seller’s published service price list (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller’s written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller’s representatives are available for work and waiting (whether on or off the job site) to perform the services.

CUSTOMER-REQUESTED ORDER CANCELLATIONS
An order may be canceled by the customer prior to shipment only by written notice and upon pay- ment to Seller of reasonable cancellation and restocking charges, including reimbursement for direct costs, plus allowances for disruption. Cancellation charges associated with orders for custom Products or Products specifically manufactured to the customer’s specification may equal the actual selling price of the Products. Seller has the right to cancel an order for cause at any time by written notice, and Seller will be entitled to an order for cause at any time by written notice, and Seller will be entitled to reimbursement for direct costs, plus allowances for disruption. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

FORCE MAJEURE
Seller will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to cause beyond reasonable control, including without limitation, acts of God or the customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, Seller’s performance dates will be extended for that length of time as may be reasonably necessary to compensate for the delay.

GOVERNMENT LAWS AND CONTRACTS
No government contract regulations will apply to the Products or this agreement or act binding unless specifically agreed to by Seller in writing at Seller’s headquarters. Products sold or licensed hereunder are not intended to be used, nor should they be used, in any nuclear-related application other than as a “Basic Component” under 10 CFR 21 (United States NRC) or otherwise under similar nuclear laws and regulations of this or any other country.

EXPORT CONTROL
Products and associated matters under this agreement may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations.

DISPUTES
The parties will attempt in good faith promptly to resolve any dispute arising out of this agreement by nego- tiations between representatives who have authority to settle the controversy. If unsuccessful, the par- ties further will attempt in good faith to settle the dispute by non-binding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms of this agreement. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

GOVERNING LAW
This agreement and all disputes arising there under will be governed by and interpreted in accordance with the internal laws of the state, province or other government jurisdiction in the place of business of the parties.

ASSIGNMENT
This Agreement may not be assigned by either party without the written consent of the other, however, customer’s rights under this Agreement as between Seller and its parent corporation, subsidiaries or affiliates as part of a consolidation, merger or other form of corporate reorganization.

LANGUAGE
The parties acknowledge that they have required that this agreement be drawn up in English. Let parties reconnaisse avoir egerie’ la rection en anglais du Contrat. In the event of a conflict between the En- glish and other language versions of this agreement, the English version will prevail.

06/2015