



TERMS AND CONDITIONS

1. **ROUTING:** Where prices include freight, the seller determines the routing. If special routing is requested, charge will be made for difference between such routing costs and normal minimum freight charges to same point.
2. **PRICES:** Prices are subject to change without notice, and the right is reserved to invoice at prices prevailing at time of shipment. The right is reserved to correct any stenographic or clerical errors, and we assume no responsibility beyond that usual in our course of business, except as defined in detail.
3. **TERMS:** Lytron offers Net 30 payment terms, EXW Shipping Point Incoterms 2010. Written quotations are normally valid for 30 days, subject to these terms and conditions.
4. **ACCEPTANCE:** All orders must be in writing and none are binding until accepted by the factory offices of Lytron, Inc. Orders are accepted subject to strikes, accidents and other causes beyond our control.
5. **DELIVERY:** We will endeavor to ship by promised delivery date, but failure to do so for any cause whatsoever will not give Buyer right to cancel. We will not be liable for any delay in delivery or for any damages suffered by the Buyer by reason of such delay.
6. **CANCELLATION:** Cancellation of order or portions thereof will not be accepted after material has been purchased or fabrication has been started.
7. **TAXES:** In case of the imposition by Federal, State, or Municipal authorities, of any additional duty, tax, or other governmental charge upon raw materials entering into production of the goods represented by the invoice, and order acknowledgment, or upon or measured by the production, sale or shipment of said goods which would be applicable to this sale, then the contract price may be increased by the amount of such additional cost or expense to Lytron, Inc. which is caused thereby. Unless specifically exempted, all sales, use, and other Federal, State, Municipal or Governmental taxes will be invoiced to purchaser as separate items in addition to price of the equipment and are to be paid by the purchaser.
8. **SPECIFICATIONS:** Lytron, Inc. reserves the right to change specifications as conditions warrant.
9. **SHIPPING:** All goods are shipped at Buyer's risk. The responsibility of Lytron, Inc. ceases upon delivery of goods in good order to the carrier. All goods should be examined carefully by the Buyer before transportation receipt is signed. If material is received in bad condition, the Buyer should require agent of transportation company to make notation of delivery condition on freight bill and immediately file a damage claim.
10. **WARRANTY:** Lytron agrees that the apparatus manufactured by it will be free from defects in materials and workmanship for the warranty period under normal use and service and when properly installed. The warranty period for Kodiak[®] standard, RM, and XL recirculating chillers is two years from date of shipment of such apparatus to the original purchaser, maintenance items excluded, and one year from date of shipment of such apparatus to the original purchaser for all other products Lytron sells. See Lytron's Cooling System Service Policy (F7.02.25) for additional warranty details on systems. Lytron's obligation under this agreement is limited solely to repair or replacement, at its option, at its factories, of any part or parts thereof, returned to Lytron with transportation charges prepaid, which examination shall disclose to Lytron's satisfaction to have been defective. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LYTRON'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE COMPONENT PARTS AND LYTRON DOES NOT ASSUME OR AUTHORIZE ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION. LYTRON ASSUMES NO RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR REVENUE, LOSS OF THE UNIT, LOSS OF TIME, OR INCONVENIENCE. Lytron's liability does not include any labor charges for replacement of parts, adjustments, repairs, or any other work done outside its factories or service centers and its liability does not include any resulting damage to persons, property, equipment, goods or merchandise arising out of any defect in or failure of its apparatus. Lytron's obligation to repair or replace shall not apply to any apparatus which shall have been repaired or altered outside of its factory or service centers in any way, or which has been subject to negligence, to misuse, or to pressures in excess of stated limits. On parts not of Lytron's manufacture, such as motors, controls, etc., Lytron extends only those warranties given to Lytron, Inc. to the extent Lytron can do so. Lytron's agreement hereunder runs only to the immediate purchaser from Lytron, Inc. and does not extend, expressly or by implication, to any other person.
11. **SHORTAGES:** No claims for shortages will be considered unless same are made in writing to Lytron, Inc. within 10 days of receipt of shipment.
12. **RETURNS:** Permission to return material plus shipping instructions must be secured from the factory offices of Lytron, Inc. before returning any material. All returns must be unused, in new condition, and of standard manufacture. They are subject to handling charges as stated by us. All authorized return shipments must be made as directed by us and with transportation charges prepaid to point of origin of our shipment unless instructed otherwise. Shipments of material returned without authorization or not prepaid are subject to refusal and immediate return to shipper.
13. **SOLE TERMS:** The dispatch of the Buyer's PURCHASE ORDER shall be an acceptance of this quotation if the PURCHASE ORDER agrees with this quotation with respect to the description of goods and the quantity, price and delivery schedule thereof. No terms or provisions which are in addition to or different from those stated herein shall be binding upon LYTRON, INC., even though expressly stated in the Buyer's PURCHASE ORDER or other document. Notification is hereby given of the objection of LYTRON, INC. to any such additional terms and provisions.

Failure of Lytron, Inc. to object to provisions contained in customers' purchase orders or other communications shall not be deemed a waiver of the terms or conditions hereof nor acceptance of such provisions. The printed terms hereon combined with the other writings entered into between the parties, are the entire contract and all of the terms thereof. No oral statements, warranties, representations, stipulations or terms shall have any binding effect or be any part of the contract whatsoever.