

## Standard Terms and Conditions – GES High Voltage, Inc.

1. Acceptance: all offers are made, and orders are accepted by GES High Voltage, Inc. (herein designated as the Seller), on the terms and conditions stated herein. No condition stated by the Buyer shall be binding upon the Seller if in conflict with, inconsistent with, or in addition to the terms and conditions herein, unless otherwise expressly accepted in writing by the Seller. In the event of a conflict in the terms of the Buyer's printed order form and the terms hereof, the terms stated herein shall govern, unless otherwise stated in writing by the Seller.

All orders are subject to acceptance only at our main office in Bellevue, WA. Once accepted, all orders will be considered non-cancelable, non-returnable, without cause.

2. All prices are Exworks (EXW) Bellevue, WA 98004 unless otherwise stated in writing by the Seller.
3. All orders are subject to federal, state and local taxes, domestic or foreign, upon the production, sale or shipment of goods sold hereunder, now or hereafter becoming effective, and if not included in the invoice for the products, such amount may be invoiced later. Buyers claiming an exemption from such taxes must provide a suitable and recognized tax exemption certification or a reseller's certificate for their jurisdictions prior to shipment.
4. Risk of Loss: the risk of loss or damage to goods will pass to the Buyer when placed with a common carrier for delivery to the Buyer. Insurance against loss or damage to the equipment during shipment is the responsibility of the Buyer. The Seller will not insure shipments against loss or damage unless specifically requested in writing by the Buyer and the Buyer's expense.
5. Payment Terms: PIA – Payment in Advance required once Proforma Invoice has been sent to the Buyer on all orders amounting to \$10,000 or less. Orders exceeding \$10,000 require a 30% deposit with NET 30 terms applying to the remaining balance. U.S. government contracts are exempt from payment terms. Buyer accounts must be in good standing, meaning no outstanding charges, to place new orders with the Seller. Letter of credit requirement at the discretion of the Seller. Made to order items including cable assemblies, connector modifications and customizations exceeding \$10,000 forfeit the 30% deposit in case of return.
6. Validity of quotations: The prices, terms and conditions quoted herein are valid for firm orders placed within a maximum of thirty (30) days from the date of the quotation, unless otherwise stated in writing by the Seller.
7. Delivery: Will be made on a best effort basis, in the number of days quoted herein, after full clarification of all technical

and commercial details concerning the equipment to be supplied. The purchase order from the Buyer must be given in writing. The scheduled shipping date is an estimate and is subject to filling prior orders and delays caused by strikes, accidents or other causes beyond the Seller's control. Seller will not accept orders with delivery dates outside of 90 days. Buyer's acceptance of the delivery time from the shipper shall constitute a waiver of any claim for delay, and in no event shall the Seller be liable for any incidental or consequential damages arising in connection with delay or non-delivery for any reason. All orders are subject to EXW incoterms. All deliveries are subject to retention of title. The goods remain our sole property until full payment per invoice has been made.

8. All deposits are non-refundable, unless there is proven damage, or the wrong items were delivered to the Buyer. Requests for refunds must be made to the Seller in writing within 14 days of delivery (dock date) to the Buyer. An RMA is required for all returned merchandise. Damaged or misdelivered items must be returned to the Seller before a refund can be issued. Only items purchased directly from the Seller are subject to returns.
9. Limited Warranty: The Seller warrants each of their products to be free from defects in material and workmanship. Our obligation is to repair or replace, at our option, FOB our factory, any product or part thereof, at no charge, which proves defective under normal use (as outlined in the technical documentation of our latest published specifications) within 12 months of date of shipment. To exercise this warranty, contact our main offices in Bellevue, WA for a written return authorization. Items returned without express permission of the Seller will be refused and returned at the buyer's expense. Products manufactured by others, and indicated as such, are covered with their warranty.

This warranty is void if the Seller's installation, operating and/or maintenance instructions are not complied with, or if the product is modified, or if unauthorized replacement parts, including consumables, are used in place of the original manufacturers part, or if in our opinion the product has been misused in any way. This warranty does not cover wear and tear or damage after passage of title, which results from mishandling, excessive use, or special external factors not foreseen in this agreement or as a result of non-reproducible software faults.

The Seller does not warrant that its equipment can be used for any particular purpose other than those covered by the applicable specifications. We assume no liability, in any event, for consequential damages, safety related issues, for anticipated or lost profits, incidental damages, or loss of time or other losses incurred by the purchaser or any other third party in connection with equipment covered by this warranty.

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF LOCAL LAWS LIMIT THE EXCLUSION OF IMPLIED WARRANTIES, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

10. In the event of litigation relating to this agreement, the Seller shall be entitled to recover its attorney's fees and costs.
11. The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendments or modifications will be governed by the laws of the State of Washington.

