



TERMS & CONDITIONS

1. PRICES

All prices, based on the quantities indicated, are firm for 30 days from date of quotation and are subject to duty and sales taxes. Any change in quantity or elimination or replacement of one or more items may require a revision in price. Unquoted items received will be processed and invoiced as calibrations unless otherwise specified by the Customer. The Customer will only be contacted when clarification is required. Minimum charges for calibration and/or repair evaluations may apply.

2. TERMS

All orders are subject to credit approval. Terms are net 30 days from date of invoice unless otherwise stated.

3. TAXES

Any purchase not subject to duty and/or sales taxes must be accompanied by duty free exemption certificates and/or sales tax license numbers in order to avoid additional charge of duty and/or sales taxes on F.O.B. Canadian point shipments.

4. TRANSPORTATION

All shipments are F.O.B. Pylon's plant, unless prior arrangements are mutually agreed upon. Unless otherwise indicated, shipment will be made by means selected by Pylon Electronics Inc. ("Pylon") Special handling can be prearranged by Customer in which case an extra charge may result.

5. LOSS, DAMAGE OR DELAY IN TRANSIT

Pylon assumes no liability beyond delivery of material in good order to the carrier and is not liable for loss, damage or delay occurring thereafter. Packing material should be retained until physical appearance and operation of equipment are checked immediately upon receipt. In the event of internal or external damage, regardless of F.O.B. point of shipment, purchaser must arrange for an inspection report to be made out by the carrier's agent at once and advise Pylon of damages as Pylon is pleased to render all reasonable assistance in securing satisfactory adjustment of your claim. If shipment is F.O.B. destination, please forward to Pylon a copy of the inspection report immediately; otherwise file your claim directly on the delivering carrier.

Additional insurance on shipments is entirely the responsibility of the Customer and Pylon will not assume liability for or accept any charges for additional insurance.

Pylon will not be liable for any failure whatsoever to deliver or for delays in delivery occasioned by any outside agency beyond Pylon's direct control including, but specifically not limited to, strikes, riots, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts and regulations, Acts of God, force majeure or any other causes beyond Pylon's direct and practical control, and the Customer may not seek compensation of any kind from Pylon.

6. CALIBRATION AND/OR SHIPPING SCHEDULE

Pylon will establish a calibration and/or shipping schedule as closely as possible in accordance with the Customer's expressed needs and will exercise diligence in meeting these estimated dates, however, Pylon will not be responsible for any delays or for any losses incurred by the Customer as a result of such delays.

7. WARRANTY

Warranty coverage hereunder is provided by the specific entity that supplied the parts or services in question and Customer hereby agrees that the parts or services supplied by any supplier or sub-contractor (i.e., anyone other than Pylon) shall be the sole responsibility of the supplier or sub-contractor and Pylon will have no liability related thereto.

With respect to Pylon's warranty coverage, the Customer agrees that there are specific limitations thereto as follows:

- (i) Any grounds for any claim for warranty coverage for Pylon's calibration and repair parts and services will expire 90 days from the date of service;
- (ii) Warranty does not cover parts and Pylon bears no responsibility for parts manufactured by or sourced from others;
- (iii) Pylon's obligations hereunder specifically and expressly shall be limited to the lesser of the actual labour costs to either:
 - (a) Repair or replace any deficient parts; or
 - (b) To re-calibrate the Customer's equipment, provided it was returned in accordance with the provisions herein, and provided further that, on Pylon's review in its sole discretionary assessment, the re-calibration required is not due to instrument drift; and
- (iv) For any warranty claims, Pylon will not accept return shipments for service unless Pylon has given prior approval and provided written shipping instructions.

This warranty is given by Pylon in lieu of all other warranties arising in law or otherwise in respect of the goods provided or services performed.

8. LIABILITY OF PYLON

The Customer specifically agrees and acknowledges that Pylon and its principals are not responsible for any liabilities or any damages whatsoever, whether incidental, consequential, general, special, or other, or for any other remedy, whether equitable, statutory or at common law. Pylon's obligations are limited only to those as set out in Section 7 above.



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9. INTERVALS OF CALIBRATION

The Customer is responsible for determining and specifying the required calibration interval for their equipment. When the Customer does not specify a calibration interval for their equipment or provide other instructions, Pylon shall, in most cases assume a one (1) year calibration interval for the equipment and prepare all documentation based on this interval. In cases where Pylon recommends an interval other than one (1) year, Pylon will use its best efforts to obtain Customer approval prior to assigning a different interval.

For all equipment calibrated on intervals determined on or dictated by the Customer, for which Pylon assumes no liability whatsoever, or when Pylon follows its default interval of one (1) year as set out above or in the case of any alternative recommendation by Pylon for which the Customer assumes all liability, Pylon shall take absolutely no responsibility that the instrument so calibrated will remain in calibration within Pylon's control.

10. IDENTIFICATION NUMBERS

All equipment processed by Pylon must be marked with a unique identification number such as a serial number, asset number, etc. It is the customer's responsibility to assign and mark the equipment with a unique identification number if it does not have one. If equipment without a unique identification number is received, Pylon shall assign and mark a Pylon generated unique identification number on the equipment without seeking customer authorization.

11. ACCREDITED CALIBRATIONS

It is Pylon's policy that the customer is responsible for determining and specifying that they require an accredited calibration under the scope of Pylon's NRC certification / SCC accreditation. Unless otherwise specified by the customer, all calibrations will be performed using Pylon's normal processes that are not NRC certified / SCC accredited. The customer should contact Pylon prior to the calibration to obtain information and pricing on our accredited calibrations.

Should the customer specify the requirement for an accredited calibration under the scope of Pylon's NRC certification / SCC accreditation, the customer is responsible for specifying all of the requirements for the calibration including, but not limited to: the method to be used for the calibration, the points to be measured, the required Test Uncertainty Ratios (TUR's), the required tolerances, the adjustment criteria, etc.

Should the customer not provide this information for accredited calibrations, Pylon shall follow its normal policies for calibration. This includes but is not limited to: using Pylon selected methods and calibration procedures from recognized sources, using points specified or recommended by the calibration procedure or other recognized sources, maintaining a 4:1 TUR or identifying where this is not maintained, using the tolerances specified in the calibration procedure or other recognized sources, only adjusting when the Unit Under Test is Out Of Tolerance, etc. in addition to the terms and conditions specified above. Pylon will not normally contact the customer to request any details on the accredited calibration requirements unless there is an unusual situation that needs to be addressed.

12. CUSTOMER CALIBRATION RECORDS

In most cases, Pylon will only store a soft copy record of the Customer's calibration records. When the Customer requests replacement copies of a calibration record, Pylon will use best efforts to provide the Customer with a print-out. This copy will usually contain all of the information provided in the original but will not be signed.

13. CANCELLATIONS AND ALTERATION

No order accepted by Pylon may be canceled or altered by the Customer except as mutually agreed upon by the Customer and Pylon, confirmed in writing.