



INSTRUMENT MANUFACTURING DIVISION TERMS & CONDITIONS

1. ORDER ACCEPTANCE

All orders are subject to credit approval.

2. PRICES

All prices are net and firm for 30 days from date of quotation unless otherwise indicated on the quotation and are subject to duty and sales tax revisions with which we must comply. Prices are based on quantities indicated. Any change in quantity or elimination of one or more items may require a revision in price.

3. TAXES AND DUTIES

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. Any excise, other taxes or customs duties and fees levied or imposed by any governmental or other authority, foreign or domestic, other than those already included in and stated as forming part of the purchase price, shall be the sole liability of and shall be paid for by the purchaser.

4. TRANSPORTATION

All shipments are F.O.B. our plant, unless prior arrangements are mutually agreed upon, in writing. Unless otherwise indicated, shipment will be made by means selected by Pylon Electronics Inc. Special handling can be prearranged by customer in which case an extra charge may result if F.O.B. point is other than our plant.

5. LOSS, DAMAGE OR DELAY IN TRANSIT

Pylon Electronics Inc. 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. Advise Pylon Electronics Inc. of damages as we shall be pleased to render all reasonable assistance in securing satisfactory adjustment of your claim. If shipment is F.O.B. destination, forward to Pylon Electronics Inc. a copy of inspection report immediately; otherwise file your claim directly on the delivering carrier.

Additional insurance is available and, if it is requested, costs will be charged to the Customer.

6. SHIPPING SCHEDULE

PYLON ELECTRONICS INC. will establish shipping schedule as closely as possible in accordance with the purchaser's expressed needs and will exercise diligence in meeting these estimated dates. However, PYLON ELECTRONICS INC. will not be responsible for delays or any losses incurred by the purchaser as a result of such delays. Failure to effect shipment as estimated will not be considered as case for cancellation.

In addition, PYLON ELECTRONICS INC. reserves the right to make deliveries in installments and invoice each delivery separately without regard to subsequent deliveries. A delay in delivery of any installment will not relieve the purchaser of their obligation to accept remaining deliveries.

7. WARRANTY

PYLON ELECTRONICS INC. products are warranted against defects in material and workmanship for a period of one year from the date of shipment. Our warranty obligation is limited to the repair of products or parts thereof which, on our examination, prove to be defective during the warranty period.

PYLON ELECTRONICS INC. repairs are warranted against defects in material and workmanship for a period of 90 days from the date of shipment. Our warranty obligation is limited to the repair of the unit returned prepaid, to our factory and which, on our examination, prove to be defective during the warranty period.

The warranty shall not apply to any equipment which has been subject to accident, incorrect wiring not of our own, or operation not in accordance with manufacturer's written instructions. Equipment which has been serviced under Warranty will be returned to the Customer freight prepaid.

This warranty is given by PYLON ELECTRONICS INC. in lieu of all other warranties arising in law or otherwise in respect of the goods, and this Company shall not be liable under any circumstances for consequential damage.

All product(s) **must** be returned prepaid, to our factory.

8. CANCELLATIONS AND ALTERATION

No order accepted by PYLON ELECTRONICS INC. may be canceled or altered by the purchaser except as mutually agreed upon, in writing, by the buyer and seller.

9. RADIOISOTOPE LICENCE REQUIREMENTS

Prior to shipping any Pylon product which contains radioisotopes, PYLON ELECTRONICS INC. requires a copy of the radioisotope license of the User where the product is being shipped.

10. ERRORS

Typing or clerical errors are subject to correction.