Kistler Sensors Inc. Terms and Conditions of Sales

The following terms and conditions shall be deemed as applying to every purchase order accepted by Kistler Sensors Inc. (referred to as “Kistler” or “Seller” from this point on; the party initiating the purchase order is referred to hereafter as “Customer” or “Buyer”).

1. Quotation and Prices
All quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear on the buy/sell agreement. In the case of any conflict between this document and the buy/sell agreement, the latter shall control.

Seller’s prices and quotations are subject to the following.

a. All prices are quoted in US dollars and are subject to change without any notice.
b. Unless otherwise specified in writing, all quotations are firm for, and expire, thirty (30) days after the date of issue.
c. Budgetary quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any responsibility or liability upon Seller.
d. All shipments will be billed at prices in effect on the date of acceptance of Customer’s order.
e. Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of transportation, insurance, taxes, license fees, custom fees, duties and other related charges that may be imposed by local, national, or international authorities. Customer shall be responsible for these charges and hold Seller harmless.
f. Clerical or typographical errors are subject to correction.
g. Prices quoted are for products and services only and do not include technical data, proprietary rights of any kind, or patent rights unless otherwise stated in writing.

2. Taxes
The quotation does not include any applicable taxes unless otherwise stated. Seller will collect such taxes required by law unless Buyer provides a tax exemption certificate.

3. Orders
No order shall be binding upon Kistler until accepted in writing. All orders are subject to credit screening and approval, and shall be subject to the terms and conditions stated in this document. No order or quotation accepted by Kistler and no provision of this terms and conditions agreement shall be subject to change in any manner except as agreed to in writing by Kistler.

Orders submitted on Buyer’s own purchase order forms that contain statements or terms and conditions that conflict with Kistler’s terms and conditions shall not be binding for Seller unless Seller agrees in writing.

All orders or requests shall be processed through a Kistler representative in Bellevue, WA (address below).

4. Terms of Payment
Unless credit is granted, payment is as specified in the invoice. All payments for products released and shipped on approved credit accounts shall be due in thirty (30) days from the date of the invoice. Past-due charges shall be subject to 2% per month interest payments. Partial shipments will be billed as made and payments are subject to the above terms. Seller may cancel or delay delivery of products in the event that Customer fails to make prompt payment.

In the event that an account is turned over to collection agencies or the legal system, Customer agrees to pay the cost of any legal transaction.

5. Transportation and Delivery
Any delivery date for the products and services promised by Kistler is set based on the best knowledge at the time of the quotation, and it is Kistler’s desired shipment date. Kistler will make all reasonable efforts to deliver the product on or before the scheduled date. However, Kistler shall not be held liable for delays in shipments due to reasons beyond its control.
Method and route of shipment will be at Kistler’s discretion unless otherwise stipulated by Buyer. Unless otherwise stated, Buyer is responsible for all transportation costs. Unless otherwise advised, Seller may insure to full value of the products. Seller shall not be held responsible for any circumstances after the product leaves Kistler’s shipping dock. All claims for loss, breakage, or damage should be made to carriers by Buyer or Buyer’s assigned receiving party. Buyer assumes all risk of loss and damage, or insures the product at the expense of the Buyer. If Buyer fails or refuses to accept delivery of product in accordance with the order placed, all amounts and any other additional costs become immediately due to Kistler.

6. Inspection and Acceptance
Each product furnished by Seller shall be deemed accepted by Buyer unless a notice of defect or nonconformity is received within thirty (30) days of delivery. Buyer shall examine each shipment of product upon arrival and shall immediately notify Seller in writing of any shortages, loss or damage apparent under reasonable examination.

7. Warranty
Products manufactured by Seller are warranted against defects in workmanship. However, Seller believes that system/sensor integration is a critical part of the success with any product application. For this reason, Kistler offers on-site installation and training services to its customers, distributors and representatives.

Kistler offers 24 months’ warranty on sensors and 12 months on electronics if the installation is performed by Kistler Sensor employees. On systems installed by Kistler distributors, 12 months’ warranty is offered both on the electronics and the sensors to Kistler distributors. Extended warranties can be purchased from Kistler. For those systems installed by parties other than Kistler employees and distributors, the warranty is 90 days both on sensors and the electronics.

Seller’s liability under valid warranty claims is limited, at the option of Seller, to repair, replacement, or refund of an equitable portion of the purchase price of the product. Items expendable in normal use are not covered by this warranty; all warranty replacement or repair of parts shall apply to materials or workmanship. All obligations of Seller under this warranty shall cease in the event of abuse, accident, installation errors, alteration, misuse or neglect of the equipment. In-warranty repaired or replacement parts are warranted only for the remaining unexpired portion of the original warranty period applicable to the repaired or replaced parts. After expiration of the applicable warranty period, Customer shall be charged at the then current prices for parts, labor and transportation.

Reasonable care must be used to avoid hazards. Seller disclaims responsibility for loss or damage caused by use of its products other than in accordance with proper operating procedures.

Statements made by any person, including representatives of Seller, that are inconsistent or in conflict with the terms and conditions of this warranty shall not be binding upon Seller unless provided in writing and approved by Seller.

8. Assignment
No part of these terms and conditions may be assigned, delegated, or subcontracted by Buyer without prior approval of Seller and any assignment without such consent shall be void at Seller’s election.

9. Assignment of Risk, Damages and Liability
Seller’s liability for damages shall not exceed the amount Seller actually receives for the product furnished (or to be furnished) or service rendered (or to be rendered), as the case may be, that is the subject of claim or dispute, and in no event shall Seller be liable for incidental, consequential or special damages. Seller shall not be liable for claims, including those from third parties, for personal injuries, including death, or property damage.

10. Product Modifications/Changes
In keeping with Seller’s continuing policy of product improvement, Seller reserves the right to make changes in Seller’s products at any time, without
incurring an obligation to change equipment previously shipped.

11. Cancellation
Request for cancellation must be in writing and sent to Seller at its Bellevue, WA, headquarters address. No order will be accepted if Seller has awareness that it will likely be canceled. After delivery, no order may be terminated except by mutual agreement in writing. If and when cancellation is approved by Seller, it is with the understanding that Seller will be fully reimbursed by payment of cancellation charges, which are to be determined by Seller.

12. Return of Products
No products may be returned for credit without the Customer’s first obtaining a written return-material authorization from Kistler. In situations not involving error by Kistler, return products accepted for credit shall be subject to a minimum of 20% of the invoice price. All transportation charges for returns shall be prepaid by the Buyer. All other conditions will still apply.

13. Confidentiality
Buyer agrees that all information received in any drawings, manuals, blueprints, samples, specifications, and other material furnished by Seller, including orally, is exclusively proprietary to Seller and confidential. Buyer agrees to return such items to Seller upon request.

14. Choice of Jurisdiction
All contracts, orders, and services rendered shall be construed and governed in accordance with the laws of the State of Washington.

revision date: 6/13/2011