



## *Terms and Conditions of Sale*

This Terms and Conditions of Sales Policy supersedes all previous policies. Prices, discounts, and product offerings are subject to change without notice.

### **Terms & Conditions of Sale**

Sales by Reach Technology, a Novanta Company ("Seller") are made only on the terms which are contained in this Terms and Condition of Sale Policy. Seller hereby gives notice of its objection to any different or additional terms and conditions. All sales are expressly conditional upon Buyer's assent to the terms and conditions set forth below. These terms and conditions may be modified or supplemented only by a written document signed by an authorized representative of Seller. These terms and conditions supersede any prior and/or contemporaneous agreements or correspondence between Buyer and Seller. Any order received and accepted by Reach Technology, Inc. (Seller) shall be construed as an acceptance of Seller's offer to sell its products to the purchaser (Buyer) in accordance with the terms and conditions of sale set forth herein. No waiver, whether express or implied, by Seller of any of the terms or conditions hereof shall be deemed a continuing waiver or trade custom between the parties, but shall apply solely to the instance to which the waiver is directed.

### **Ordering Information**

All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased. Seller may in its sole discretion allocate Product among its Customer. Seller may designate certain Products and Services as non-cancelable, non-returnable ("NCNR") and the sale of such Products shall be subject to the special terms and conditions contained in the Seller's Customer Acknowledgement or NCNR Product Form, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere. For custom parts, an output quantity +/- 5% difference against your purchase order must be accepted.

### **Order Confirmation**

A purchase order is not binding on Seller until Buyer has received Seller's order confirmation or acknowledgment.

### **Pricing Policy**

Prices for products do not include taxes or any additional charges. All prices are FOB shipping point and prices do not include freight/handling charges and insurance charges. All prices are in US currency.

All prices published or quoted by Seller may be changed at any time without notice. Unless otherwise specified, written quotations expire thirty (30) days from the date issued and are subject to change or termination by notice during this period.

### **Taxes**

Prices for all products do not include any sales, use, excise or other taxes. Buyer agrees to pay all applicable federal, state, and local taxes, duties and other fees on product and services ordered. If Buyer claims an exemption from any tax, Buyer shall submit to Seller the appropriate exemption certificates.

### **Terms of Payment**

Seller will provide credit terms to Buyer at its discretion. Such terms are subject to change at any time. If credit is provided, Seller will invoice Buyer on the date the product is tendered to the carrier at Reach's shipping point (hereinafter referred to as the Delivery Date). Such invoices will be due and payable net thirty (30) days from date of invoice, subject to credit approval. If credit is not established or maintained, terms shall be net cash on or prior to the Delivery Date. Seller reserves the right, at its sole discretion at any time to revoke any credit previously extended.

Past due accounts shall be charged one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less, and will be added to the outstanding balance. In the event Buyer defaults on payment, Buyer shall be liable for all collection cost, including reasonable attorney's fees and costs.

## **Delivery and Title**

Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries. All Products are insured at half of its value unless notified otherwise in writing. Freight insurance is part of the shipping cost paid by the Buyer.

## **Export Control**

Buyer certifies that it will be the recipient of the Products to be delivered by Seller. Buyer acknowledges that the Products are subject to the export/import control laws and regulations of various countries, including the Export Administration Laws of the United States.

## **Changes and Cancellation**

A work in process charge will occur for any custom item's P.O. cancellation. Purchase orders that have been accepted by Seller may not be changed or cancelled, in whole or in part, without written consent of Seller. All changes must be included in a change order reflecting the purchase order number and submitted to the Seller. All other changes will not be accepted or acknowledged. Changes may affect delivery dates. Expenses incurred because of changes shall be charged to Buyer. Buyer will be liable for Seller's costs incurred, plus a reasonable profit, for the portion of the work terminated, in accordance with generally accepted accounting principles, together with cancellation charges.

## **Standard and Custom Product Changes**

- In no event can any aspect of the order be changed after product shipment has occurred.
- Orders may not be changed within 30 day of scheduled ship date.
- Orders may be changed by Buyer no more than 3 times with no penalty to the Buyer, provided that Buyer provides Reach notification at least 60 days prior to the scheduled ship date. Order changes received within 60 days of the scheduled ship date may be subject to an order change charge; a schedule detailing these charges will be forwarded to Buyer when Buyer's change order is acknowledge.

## **Standard Product Cancellation**

Orders for standard product may be canceled by Buyer, with no penalty to the Buyer, provided that Buyer provides Reach notification at least 45 days prior to scheduled ship date. Order cancellations received within 45 days of the scheduled ship date may be subject to a cancellation charge; a schedule detailing these charges will be forwarded to Buyer when Buyer's cancellation is acknowledged.

## **Custom Product Cancellation**

Orders for custom product may be canceled by Buyer, provided that Buyer pays Seller for completed work allocated to Buyer's order at the time of termination of the work at the unit selling price and all costs, direct and indirect for work-in-progress as well as costs resulting from cancellation and a reasonable profit therein. Specific cancellation charges will be dependent on the type of custom product ordered; a schedule detailing these charges will be forwarded to Buyer when Buyer's cancellation is acknowledged. Orders for custom product are subject to a cancellation fee of up to 100% of the order, depending on the stage of completion of the order at the date the cancellation or revision is accepted.

## **Custom Products Policy**

**Custom items are not returnable;** items other than "off the shelf" products are considered custom. Custom products, by their nature, are products and materials which have been altered, modified, cut, amended and customized to your order, and are not resalable or returnable. Orders for custom product are subject to a cancellation fee of up to 100% of the order, depending on the stage of completion of the order at the date the cancellation or revision is accepted. See NCNR agreement for further details.

## **Returns**

The return of Products without a written authorization by Seller will not be accepted. Returns are accepted only with a valid Return Material Authorization (RMA) number for items to be returned. To receive authorization for Product return, please call customer service. RMA valid for 30 day from date of issued. There is a standard 25% restocking cost assessed on most returns.

All returned products must be unused, and in original condition. No refund or credit shall be given for damaged products. Buyer may not return NCNR Products. Any product returned by Buyer due to Buyer's error may be subject to a restocking charge equivalent to 100% of the value of such Product as specified in Seller's invoice to Buyer.

We do not accept return packages without a valid RMA number, and we do not accept postage-due or C.O.D. packages at any time for any reason.

### **Excusable Delay**

Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's control, including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, fires, floods, epidemics, lockouts, strikes and slowdowns, delays in delivery by suppliers, or acts or omissions of the Buyer. The Buyer shall be liable for storage charges, including but not limited to all third party costs and expenses incurred by Seller, in holding or storing products for the Buyer or at the Buyer's request.

### **Assignment**

Buyer shall not assign any duties nor assign any order or any interest therein without the written consent of Seller. Any such actual or attempted assignment shall entitle Seller to cancel the order upon written notice to Buyer.

### **Installation**

Seller assumes no obligation to install any products sold or to place any products in working order at Buyer's premises.

### **Validity of Separate Clauses**

If any provisions of this agreement shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.

### **Hardware Warranty**

Seller warrants its hardware products to be free from manufacturing defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase from Seller. This warranty extends to products purchased directly from Seller or an authorized Seller distributor. Purchasers should inquire of the distributor regarding the nature and extent of the distributor's warranty, if any. Seller shall not be liable to honor the terms of this warranty if the product has been used in any application other than that for which it

was intended, or if it has been subjected to misuse, accidental damage, modification, or improper installation procedures. Furthermore, this warranty does not cover any product that has had the serial number altered, defaced, or removed. This warranty shall be the sole and exclusive remedy to the original purchaser. In no event shall Seller be liable for incidental or consequential damages of any kind (property or economic damages inclusive) arising from the sale or use of this equipment.

Seller is not liable for any claim made by a third party or made by the purchaser for a third party. Seller shall, at its option, repair or replace any product found defective, without charge for parts or labor. Repaired or replaced equipment and parts supplied under this warranty shall be covered only by the unexpired portion of the warranty. Except as expressly set forth in this warranty, Seller makes no other warranties, expressed or implied, nor authorizes any other party to offer any warranty, including any implied warranties of merchantability or fitness for a particular purpose. Any implied warranties that may be imposed by law are limited to the terms of this limited warranty. This warranty statement supersedes all previous warranties, and covers only the Reach hardware. The unit's software is covered by a separate license agreement.

### **Limitation of Liability**

Liability of Seller to Buyer for damages for any cause whatsoever, and regardless of the form of any action including, but not limited to negligence, shall be limited to the price specified in the sale contract for the specific product or products that have caused the damages, or are directly or indirectly related to the cause of action. In no event shall Seller be liable to Buyer or others for loss of Goodwill, loss of profits, loss of use or other special collateral, incidental or consequential damages, regardless of the form of action thereof, including but not limited to negligence, even if Seller has been advised of the possibility of such damages or for any claim against Buyer by any third party. Buyer assumes all liability for any and all damages arising from or in connection with, the use or misuse of the products by buyer, its employees, or others. No obligation or liability of Seller will arise out of Seller rendering of technical advice in connection with Buyer's order or the products furnished hereunder.