KOBOLD Instruments Inc. • 1801 Parkway View Drive • Pittsburgh, Pennsylvania 15205
Phone (412) 788-2830 • FAX (412) 788-4890 • E-Mail: info@koboldusa.com • www.koboldusa.com

Terms and Conditions

We are pleased to fill your order as specified in the following terms and conditions of sale. If you desire different or additional terms or conditions, please make them the subject of a separate letter. Any such different or additional terms or conditions set forth in such a letter must be expressly accepted by us to become binding terms or conditions of any sale.

ALL CORRESPONDENCE ON ANY ORDER SHOULD BE SENT TO:
KOBOLD Instruments Inc.
1801 Parkway View Drive
Pittsburgh, PA 15205
orders@koboldusa.com

(1) Prices are subject to change without notice. The prices of goods sold are those in effect at time of sale.

(2) Prices do not include Federal, State or Local Taxes, which tax or taxes will be added where applicable.

(3) ALL ORDER INCOTERMS ARE EXWORKS PITTSBURGH. For terms of payment use invoice date. Title and possession of all goods shall pass to Buyer upon delivery to the carrier at the point of shipment. We, therefore, do not assume any liability for loss or damage to the goods after the shipment is accepted by the carrier.

(4) We reserve the right to increase the sale price and/or amend the terms and conditions of sale for the goods covered hereby at any time prior to the expected or requested shipment date, provided that written notice of change or of such price increase is sent to the Buyer at least 10 days prior to shipment. Buyer shall be deemed to have accepted the increase unless at least 5 working days prior to the date of expected shipment or Buyer's requested shipment date Buyer cancels the remainder of the order or furnishes evidence to us that Buyer can purchase from another Seller, goods of similar quality, in similar quantities and under like terms and conditions at a lower delivered price than our price as increased, in which case we may elect to meet such price or cancel the remainder of the order.

(5) Cancellation of an order cannot be guaranteed once order has been acknowledged. Some orders cannot be cancelled due to customized or made-to-order products, orders that have already been dispatched, or a blanket purchase agreement is in place. For cancellation after shipment, please see our Kobold Return Policy. We may charge a cancellation fee dependent on product. Finally, we reserve the right to refuse any cancellation request if the order has already been shipped or the item is non-cancellable under our policy

(5) Shipments and deliveries shall be subject to approval of our Credit Department. We reserve the right, before making any shipments, to require satisfactory security from Buyer for the performance of Buyer's obligations. If Buyer fails to furnish satisfactory security or information on which to base credit, and/or his account is in arrears, we may defer further shipments, or may, at our option cancel the order or any unshipped balance. Our failure to exercise any right accrued by any default of Buyer shall not constitute a waiver of our rights and shall not impair our rights with respect to a particular default or in case of any subsequent default of Buyer.

(6) Shipping dates are estimates and are given to the best of our knowledge based on conditions existing at the time of order acknowledgement. We will use reasonable efforts to ship within the time estimated, but failure to make shipment by the shipping date shall not constitute cause for cancellation of a particular order and/or damages of any kind. Acceptance of the goods by Buyer shall constitute a waiver of all claims due to delay in delivery; and failure to make anyone or more shipments when due if caused by fire, storms, floods, strikes, lockouts, accidents, war, riots, or civil commotions, inability to obtain shipping space or raw material, government regulations, or any other cause or contingency beyond our reasonable control (whether or not of the same kind or nature as the causes or contingencies above enumerated) shall not subject us to any liability.

(7) No claim made by Buyer and relating to quantity, weight, condition, loss or damage to the goods, will be accepted by us after fifteen (15) days from the arrival of such goods at the Buyer's location.

(8) The determination as to the adaptability of any of our materials to the specific needs of the Buyer is solely the Buyer's prerogative and responsibility. We are glad to offer suggestions on the use of our various products. Nevertheless, there are no warranties given except such expressed warranties offered in connection with the sale of a particular product.

(9) We guarantee our products to meet our published specifications and to be free from defects in materials and workmanship to the acceptable quality levels defined in the specifications and, if acceptable quality levels are not specified, the acceptable quality levels and specifications will be those normally supplied by us for the product. We reserve the right to make changes in design and specifications without notice. We make no guarantee of the results to be obtained from the use of our products. Products or equipment manufactured or sold by us are not intended to be used, nor shall they be used as a "Basic Component" under 10 C.F.R. 21 (N.R.C.)

Our liability under this contract or otherwise shall be limited to replacement of, or refund of an amount not to exceed the purchase price attributable to the goods as to which such claim is made. Our selection of one of these alternatives shall be Buyer's exclusive remedy. IN NO CASE WILL WE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

We warrant freedom from patent infringement only on those items comprising our regular line of products and only when used for normal purposes in the form in which they are sold by us. We make no warranty with respect to patents covering composite structures or systems into which such items may be incorporated by Buyer. Buyer assumes all liability for and will hold us, our employees and agents, harmless from all patent liability in connection with any products manufactured to Buyer's designs or specifications or specifically designed by us or our suppliers to meet Buyer's requirements. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(10) The Customer is solely responsible for ensuring that all Supplier documents are used in their original, unaltered form. Any modification, whether made by the Customer or a third party, without the Supplier’s prior written approval voids any reliance on the document.

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(11) Buyer assumes all risks and liabilities arising from unloading, discharge, storage, handling, installation, and use of the merchandise, including use of such merchandise alone or in combination with other substances. Buyer assumes full responsibility for compliance with Governmental laws, rules and regulations governing unloading, discharge, storage, handling, installation and use of the merchandise.

(12) By accepting Buyer's purchase order; we intend to accept only those terms and conditions, if any, which are required to be included in its subcontract by the terms of Buyer's prime contract with the United States government and no others. We accept no terms or conditions with respect to adjustment of price, patent warranty or licenses, warranty, limitation of liability, or special tooling except as appear herein unless the subject of a separate letter specifically accepted by us in writing.

(13) THE TERMS OF THIS ACKNOWLEDGMENT SHALL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH THE TERMS AND CONDITIONS OF ANY PRESENT PURCHASE ORDER FROM BUYER AND SUPERSEDE ALL PREVIOUS COMMUNICATIONS, QUOTATIONS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL. THIS ACKNOWLEDGEMENT IS INTENDED BY BUYER AND SELLER TO BE A FINAL EXPRESSION OF THE TERMS AND CONDITIONS OF ALL SALES.

14) This agreement will be governed by the laws of the United States of America and the Commonwealth of Pennsylvania.

15) Many KOBOLD Instruments' products have a patent or KOBOLD Instruments have applied for patent rights.

16) We hereby certify that in the production of the goods and/or the performance of the services covered by this document, we have complied with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and regulations and orders of the United States Department of Labor issued under Section 14 thereof. We acknowledge our obligations under Title VII of the Civil Rights Act of 1964 and under the Equal Opportunity clause in Section 202 thereof; Paragraphs 1 Through 7 of Executive Order 11246 dated September 24, 1965, as amended and relating to equal employment opportunity; and the implementing rules and regulations of the office of Federal Contract Compliance.