



Terms & Conditions

ANY TERMS, CONDITIONS AND/OR PROVISIONS CONTAINED IN BUYER'S PURCHASE ORDER (OR ANY OTHER COMMUNICATION FROM BUYER) WHICH ARE IN ANY WAY INCONSISTENT WITH OR IN ADDITION TO THESE TERMS AND CONDITIONS (THE "TERMS") HEREIN ARE HEREBY REJECTED BY VITEX, LLC ("SELLER") AND SHALL NOT BE APPLICABLE TO THESE TERMS OR BINDING IN ANY WAY UPON SELLER. IF BUYER OBJECTS TO ANY TERMS HEREIN, SUCH OBJECTION MUST BE IN WRITING AND RECEIVED BY SELLER PRIOR TO COMMENCEMENT OF SHIPMENT BY SELLER OF ANY ITEMS LISTED ON THE DOCUMENTS TO WHICH THESE TERMS ARE ATTACHED (THE "GOODS"). RETENTION BY BUYER OF ANY GOODS SHALL BE CONCLUSIVELY DEEMED TO BE ACCEPTANCE OF THESE TERMS. SELLER'S FAILURE TO OBJECT TO TERMS CONTAINED IN BUYER'S PURCHASE ORDER (OR ANY OTHER COMMUNICATION FROM BUYER) WILL NOT BE DEEMED A WAIVER OF THESE TERMS OR ANY ACCEPTANCE OF THE TERMS CONTAINED IN BUYER'S PURCHASE ORDER.

Quote Validity

Unless otherwise specified, Seller's quote is valid for 45 days after the issued date of the quote.

Shipping & Handling

Shipping and handling charges are additional unless otherwise expressly indicated at the time of sale. All orders are shipped FCA (Incoterms 2010) Origin, unless otherwise stated on the quote or order acknowledgement, where the origin of shipping is Englewood Cliffs, New Jersey for goods of domestic origin, or China, Taiwan, Korea, or other specified location for goods originating outside the US. Buyer is responsible for any shipping, freight, custom duties and/or taxes incurred.

Order Changes & Cancellations

Buyer may cancel or change purchase order within seventy-two (72) hours of the initial acknowledgement of the order by Seller as determined by the issue time of Seller's order acknowledgement. After the seventy-two (72) hours of the initial order acknowledgement, the entire order becomes non-cancellable and non-refundable (NCNR). Any change to the order that is non-cancellable and non-refundable (NCNR) is at Seller's sole discretion.

Ship Date

While Seller does best to meet the Buyer's requested ship date, the date of delivery is not guaranteed. Seller's ship date is provided as estimate only. Subject to the Seller's approval, Buyer may postpone the ship date for one (1) time only, provided that a written notice from Buyer is received before thirty (30) days from the original scheduled ship date and that the resulting new ship date is no more than thirty (30) days from the original scheduled ship date. Once the ship date is re-scheduled, the entire order automatically becomes non-cancellable and non-refundable (NCNR).

Payment, Credit Term & Interest on Late Payment

Buyers without any prior order history will be on cash-in-advance term for the first two transactions. Payment for the orders will be made by credit card, wire transfer, or other pre-arranged payment method. After the first two transactions are satisfactorily completed, credit term may be granted by Seller after a review of credit history.

Payment is due within the time period noted on the invoice, measured from the date of the invoice. Late payment will be subject to two percent (2%) per month interest charges, or the maximum amount allowed by law, whichever is less, until full payment is collected.

Contingencies

Seller is not liable, either wholly or in part, for nonperformance or a delay in performance due to force majeure events or contingencies or causes beyond the reasonable control of Seller, including, but not limited to, strikes, natural disasters, war, civil unrest, terrorist acts, pestilence, shortage of labor, fuel, raw material or machinery or technical or yield failure. Production and deliveries may be allocated by Seller in its sole and reasonable discretion in the event of a shortage of Goods.

License to Use Software

Seller grants Buyer a worldwide non-exclusive license to use any included computer programs and related documentation ("Software") for internal purposes in accordance with documentation provided with the Software. The Seller's license terms or third-party license terms included with such documentation will take precedence over any other license terms. If the documentation does not include license terms, Seller grants Buyer a license to use one copy of the Software on one machine or instrument.

Except as authorized by Seller in writing or as permitted by law, Buyer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.

Warranty

Seller warrants to Buyer that all products are free from defects in material and workmanship for a period of two (2) years from the date of shipment. Defective items will be repaired or replaced at Seller's option.

A "pass-through" warranty is offered for products not manufactured by Seller, meaning that the product warranty will be limited to the terms offered by the product's original manufacturer and that the warranty will exist solely between the manufacturer and the end-user.

Return Policy

All products being returned must first be approved by Seller and must be shipped freight prepaid. No products may be returned after thirty (30) days from the date of delivery for any reason other than as provided under the applicable warranty. Returned goods may be subject to a twenty-five percent (25%) restocking fee.

Products which are more than one year old from the date of shipment will not be replaced under warranty. Seller may agree to accept returns for failure

analysis only, in which case the returned good will be sent to the supplier's factory for evaluation.

To return products, please call Vitex at (201) 296-0145 or e-mail to support@vitextech.com to receive a Return Merchandise Authorization number ("RMA"). Please include corresponding PO number, part number, qty, and reason for return. After receiving an RMA, you must ship the products to Vitex in their original packaging, prepay shipping charges and accept the risk of loss or damage during shipment. If the product is under warranty, Vitex will ship a replacement or exchange product after the failure analysis on the returned product prove that the returned product is defective in material or workmanship at Vitex or at our supplier.

Limitation of Liability

Any liability for consequential or incidental damages is expressly disclaimed. Vitex's liability is limited to, and shall not exceed, the purchase price paid.

Vitex's responsibility for malfunctions and defects in products is limited to repair and replacement as set forth in the above warranty statement. All express and implied warranties for the product, including but not limited to any implied warranties of and conditions of merchantability and fitness for a particular purpose, are limited in duration to the warranty period set forth above and no warranties, whether express or implied, will apply after such period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Vitex does not accept liability beyond the remedies set forth herein. Vitex will not be liable for lost profits, loss of business, lost data or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. This limitation of liability applies to products and/or services you purchased under this agreement. You agree that for any liability related to the purchase of products or services, Vitex is not liable or responsible for any amount of damages above the aggregate dollar amount paid by you for the purchase of products or services under this agreement. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.