



CURTIS INSTRUMENTS INC.  
MOUNT KISCO, N.Y. 10549

**TERMS AND CONDITIONS FORM**

NO. 40262  
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DATE 05/27/10  
REVISION E

**Terms and Conditions of Sale**

1. **PRICES:** Prices shown on any quotation or proposal are valid for 60 days from date of quotation unless otherwise noted.
2. **SALES AND OTHER TAXES:** In the event any sales tax, manufacturer's tax, occupational tax, or other tax is applicable to any shipment made to the Buyer, such tax shall be added to the selling price and shall be paid by the buyer.
3. **SHIPPING TERMS:** All prices are F.O.B. Manufacturing Plant, USA, and all responsibilities and obligations of Curtis Instruments, Inc., hereunder are completed when Curtis Instruments, Inc. delivers the goods, properly consigned to a common carrier of our choice or to Buyer's carrier. The delivery by Curtis Instruments, Inc., to such carrier shall constitute delivery thereof to the Buyer, and the goods are thereafter at the Buyer's risk.

Shipping promises are made in good faith; shipping dates appearing on acknowledgments of orders, or given the Buyer in any other manner are approximate. Further, prices quoted are based on continuous manufacture for rates of delivery specified.

Curtis reserves the right to limit the value and/or quantity of any one shipment.

4. **CHANGES:** No change in drawings or specifications or terms of sale may be made unless specifically agreed to in writing and signed by an officer of Curtis Instruments, Inc. If such changes cause a material increase or decrease in Curtis Instruments' cost or in the time for performance of Buyer's order, equitable adjustment in the price and time for performance will be made by Curtis Instruments, and Buyer's order, equitable adjustment in the price and time for performance will be made by Curtis Instruments, and Buyer's order will be modified in writing accordingly.
5. **LIMITED WARRANTY AGREEMENT:**
6. **LIMITED WARRANTY:** Curtis warrants that the products sold to Customer by Curtis will be free from defect in materials and workmanship for a period twenty-four (24) months of single shift or 4000 hours of operation, from the date of manufacture of the product, subject to the terms and conditions in this Limited Warranty, except with respect to Curtis/Albright products for which the length of the warranty period is fourteen (14) months from the date of manufacture.

If, during the applicable warranty period, (i) Curtis is advised in writing as to a defect in a Curtis product; (ii) such product is returned to a receiving point designated by Curtis; and (iii) an examination of such product discloses to Curtis' reasonable satisfaction that such product is defective and such defect was not caused by accident, abuse, neglect, alteration, improper installation, lightning damage, submersion, short circuits due to improper handling, repair, improper testing or use contrary to any instruction issued by Curtis, Curtis will replace or credit the defective product at no cost to Customer, except for transportation costs. Curtis reserves the right to repair at its option. Replacement shall mean furnishing the Customer with a new product equivalent to the defective product. All defective products replaced by Curtis under this warranty shall become the property of Curtis and must be returned to Curtis properly packed to prevent physical damage.

Curtis does not warrant that any product is suitable for use in any particular application. Customer shall be responsible for evaluating the appropriateness of the use of any specific Curtis product for a particular application and shall specify such use at the time of the placement of any order for a Curtis product. Curtis shall be entitled to rely exclusively upon such representation in furnishing any product to Customer.

7. **WARRANTY LIMITATIONS:** THE FOREGOING WARRANTY CONSTITUTES CURTIS' EXCLUSIVE LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR ANY BREACH OF OR ANY OTHER NONCONFORMITY OF THE PRODUCTS COVERED BY THIS WARRANTY. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. CURTIS MAKES NO WARRANTY, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CURTIS HAS THE AUTHORITY TO MAKE OR IMPLY ANY WARRANTY, REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY.



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THE CURTIS PRODUCTS SOLD TO CUSTOMER ARE INTENDED TO BE USED ONLY IN THE APPLICATION SPECIFIED BY CUSTOMER TO CURTIS. ANY OTHER USE RENDERS THE LIMITED WARRANTY EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

UNDER NO CIRCUMSTANCES SHALL CURTIS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR OTHER DAMAGES WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE PRODUCTS SOLD TO CUSTOMER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF CURTIS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

This limited warranty may not be changed, modified, limited or extended in scope except by a written agreement signed by Curtis and Customer. Except as stated, any purported modification of this limited warranty shall be null and void.

8. **DEFAULT OF BUYER:** In the event Buyer cancels the contract embodied in Buyer's order and Curtis Instruments' acceptance thereof, in whole or in part, or such contract is cancelled by us because of default by the Buyer, Buyer shall pay us by reason of such cancellation or default for all damages sustained, and shall pay for completed units, shipped or unshipped, at the current price applicable to the total quantity completed at the time of default.
9. **FORCE MAJEURE:** Curtis Instruments, Inc. shall not be liable for any default or delay in delivery due to causes beyond its control, such as acts of God, acts of the Buyer, acts of civil or military authority, fires, strikes, floods, delays in transportation, government regulation (whether valid or not), or inability due to causes beyond the control of Curtis to obtain necessary engineering talent, labor or materials. In the event of such delay, the delivery shall be extended for a period equal to the time lost thereby.
10. **SPECIAL TOOLS:** Buyer agrees to pay for any special tools, machines, dies, fixtures and other property necessary for the manufacture of the product and/or components as may be detailed by Buyers' order, but same are not removable from the Curtis Instruments' factory. Curtis Instruments, Inc., agrees to maintain any such special tools, machines, dies, fixtures and other property for their normal productive life, and that any that have been inactive for three years may be scrapped without notice.
11. **PENALTY CLAUSES:** No penalty clause of any description, in any quotation, specification, acknowledgment or order, will be binding and effective unless approved in writing and signed by an officer of Curtis Instruments, Inc.
12. **PUBLICATION PRICES:** Prices shown in any Curtis Instruments publication are subject to change without notice, and are not to be construed as a definite quotation or offer to sell by Curtis Instruments, Inc. Such literature is maintained only as a source of general information, and any prices shown therein are subject to confirmation with a specific quotation.
13. **INCONSISTENT PROVISIONS:** If buyer's acceptance of a quotation, proposal or acknowledgment of an order contains verbal, written, printed or stamped provisions and conditions inconsistent with the verbal, written, printed or stamped provisions and conditions of the quotation, proposal or acknowledgment, the provisions and conditions of Curtis Instruments, Inc. shall prevail. Acceptance of a quotation, proposal or acknowledgement is expressly made conditional on Buyer's assent and acceptance to the terms and conditions contained in these Terms and Conditions.
14. **TERMS OF SALE:** To concerns of established credit, net 30 days. Cash with order or C.O.D. unless satisfactory credit ratings established.
15. **CLAIMS:** Except as provided in these Terms and Conditions or any other written communication from Curtis, all claims for shortages, delays or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Buyer unless made in writing within ten (10) days after delivery of the Curtis products and/or components.