

Credit Cards: Credit Card purchase are accepted but limited to \$5,000 per order.

## TERMS OF SALE

### GENERAL:

The following terms and conditions, including those on the front side of this document, shall constitute the entire Agreement for the purchase and sale of Exact Dispensing Systems' products. Any acceptance by Purchaser of this Agreement is made expressly conditional upon the Purchaser's assent to the terms herein, which shall supersede any terms which are different from, in addition to, or vary the terms contained in the Purchaser's purchase order or request for quotations. Such assent shall be deemed to occur upon the failure of the Purchaser to object in writing specifically to such term or terms within 14 days from the receipt hereof. Any terms and conditions contained in the Purchaser's purchase order or request for quotation which are different from, in addition to, or vary Exact Dispensing Systems' terms and conditions shall not be binding upon Exact Dispensing Systems, and Exact Dispensing Systems hereby objects thereto.

### CHANGES:

Prior to the date of delivery of any product or products hereunder, the Purchaser shall have the right to make changes in its order provided that Exact Dispensing Systems receives written notice of the desired changes and accepts the same and provided further that the Purchaser accepts the additional charge therefore as determined by Exact Dispensing Systems. Changes which interfere with or alter Exact Dispensing Systems' production schedules will not be acceptable unless the time of performance is extended for such period as deemed necessary by Exact Dispensing Systems. Failure of Exact Dispensing Systems to accept a Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of its order except upon payment of a cancellation charge to be determined by Exact Dispensing Systems.

### CANCELLATION:

- (a) Exact Dispensing Systems shall have the absolute right to cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make any payment required by this Agreement, or the insolvency or bankruptcy of the Purchaser.
- (b) A purchase order or any part thereof which is hereby accepted by Exact Dispensing Systems may not be cancelled unless and until Exact Dispensing Systems receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Purchaser.

### WARRANTY:

- (a) Exact Dispensing Systems warrants, except as hereinafter provided, each product sold hereunder which is assembled by it to be free from defects in assembly under normal use and service for a period of 1 year after shipment thereof to the original purchaser. This warranty does not apply to the products in the event of installation of any parts not supplied or authorized in writing by Exact Dispensing Systems, modification of the product, or improper or unauthorized repair of the product.
- (b) EXACT DISPENSING SYSTEMS' WARRANTY EXTENDS ONLY TO PRODUCTS ASSEMBLED BY IT AND IS, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY PRIOR WRITTEN OR ORAL REPRESENTATIONS REGARDING SUCH PRODUCTS MADE BY EXACT DISPENSING SYSTEMS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.
- (c) PRODUCTS, OR COMPONENTS THEREOF, SUPPLIED BY ANY OTHER PARTY TO EXACT DISPENSING SYSTEMS WHICH ARE NOT ASSEMBLED BY EXACT DISPENSING SYSTEMS ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY AND COPIES OF SUCH WARRANTIES WILL BE FURNISHED UPON REQUEST.
- (d) Exact Dispensing Systems reserves the right to inspect products claimed defective under warranty either at the Purchaser's location or at Newcastle, Maine. A defective product is not to be returned to Exact Dispensing Systems' plant unless authorized by Exact Dispensing Systems. Products so returned shall be returned to Exact Dispensing Systems' plant, freight prepaid. Any product proving defective due to faulty assembly within 1 year from date of shipment will be replaced or repaired free of charge, F.O.B. Exact Dispensing Systems' plant, Newcastle, Maine. Exact Dispensing Systems assumes no liability for labor charges incidental to the adjustment service, repairing, removal or replacement of the product or other costs, or for the expense of repairs made outside of its factory except when made pursuant to Exact Dispensing Systems' prior written consent. Exact Dispensing Systems, at its option, may ship a replacement or replacements immediately under standard billing and make warranty adjustment after inspection of the defective product by means of credit memorandum.
- (e) Non-Warranty/Stock Returns will be permitted only at the discretion of Exact Dispensing Systems and may be subject to a re-stocking fee:

☐ 15% restocking fee of entire order if customer is issuing a replacement order

### DELAYS:

Exact Dispensing Systems shall not be liable for damages for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors

LIMITATIONS OF LIABILITY: IN NO EVENT SHALL EXACT DISPENSING SYSTEMS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS OF SALE, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY PURCHASER OR COULD HAVE BEEN REASONABLY FORESEEN BY PURCHASER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL EXACT DISPENSING SYSTEMS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO EXACT DISPENSING

MISCELLANEOUS:

- (a) This Agreement may not be assigned or otherwise transferred by Purchaser without the prior written consent of Exact Dispensing Systems, and any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.
  - (b) Exact Dispensing Systems' failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect.
  - (c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party thereto at its respective address first above written. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.
  - (d) The paragraph headings in this Agreement are used for convenience only. They form no part of this Agreement and are in no way intended to alter or affect the meaning of this Agreement.
  - (e) This Agreement may be amended at any time by mutual agreement of the parties hereto by an endorsement to this Agreement signed by each of them.
  - (f) The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.
  - (g) This Agreement shall be made in governed by and construed in accordance with the laws of the State of Maine.
  - (h) We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor
  - (i) All reasonable legal and collection costs will be charged to customer if referred for collection.
- TAXES: All applicable federal, state or local sales, use or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the front side of this document unless otherwise specifically stated. Exact Dispensing Systems shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.

PAYMENT TERMS:

- (a) CASH PAYMENT: Unless otherwise provided in Exact Dispensing Systems' quotation, payment terms for all invoices greater than \$5,000 shall be
  - (i) For Domestic Customers 1/3 due upon acceptance of Purchaser's purchase order, 1/3 due prior to shipment of the product, and 1/3 net 30 days. For purchase orders placed by Purchasers located outside of the United States, 1/3 with purchaser's purchase order, 100% prior to shipment. Payment terms for all other invoices shall be net 30 days. A service charge at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly on balances which are over 30 days.
  - (ii) For International Customers 1/2 due prior to shipment of the product, 100% prior to shipment. Payment terms for all other invoices shall be net 30 days. A service charge at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly on balances which are over 30 days.
- (b) F.O.B.-Shipping Point unless otherwise stated.
- (c) Title and risk of loss passes to Purchaser upon delivery of the products at the shipping point. As collateral security for the payment of the

Exact Dispensing Systems | 1130 Route 1, Newcastle, ME 04553 | 207-563-2299 FAX: 207-563-2619 | [www.exactdispensing.com](http://www.exactdispensing.com)