



## TERMS AND CONDITIONS

### OF SALE APPLYING TO SALE OF NEW OR REFURBISHED EQUIPMENT PROVIDED BY CUSTOM CALIBRATION SOLUTIONS, LLC.

CUSTOM CALIBRATION SOLUTIONS, LLC is referred to herein as "Custom-Cal". The Customer purchasing services from Custom-Cal is referred to herein as the "Customer". The Customer's acceptance of the services provided by Custom-Cal shall manifest the Customer's assent to the following terms and conditions. However, Custom-Cal reserves the right, in its sole discretion, to refuse any purchase order or service contract submitted by the Customer.

1. **Record Keeping** - Custom-Cal will maintain records of calibration and repair history for units serviced and offered for sale in our database. Software versions of these records are maintained on-line for a minimum of five (5) years.
2. **Quality Assurance** – All Custom-Cal stocked resale test equipment has been repaired and calibrated by qualified personnel. A copy of Custom-Cal's quality assurance manual is available upon request.
3. **Pricing** - The pricing information for resale test equipment provided to our Customers is based on market demand and availability. Inventory is updated on a regular basis and pricing/availability is subject to change.
4. **Terms of Payment** - Invoices are due and payable in full within thirty (30) days upon credit approval for all orders originating in the United States. Payment terms are C.O.D. or credit card pre-payment for non-established accounts. Non-US orders payment terms are pre-payment via bank wire transfer, irrevocable line of credit, or credit card transaction. If payment by credit card, both of the following documents faxed to Custom-Cal are required: Your most current credit card statement and a copy of the front and back of your credit card. Your order will not be processed until this information is received. We will only ship to the address shown on your credit card statement, which will be verified by the card-issuing bank.
5. **Delinquent Payments**- Finance charges at the rate of 1-1/2% monthly may be added at Custom-Cal's option to any invoice not paid when due. Prices stated in the invoices are subject to correction for errors unless otherwise. If payment for purchased equipment is not received within 90 days Custom-Cal, at its discretion, may request the return of the purchased equipment at the Customer's expense. If such payments remain past due 120 days, Custom-Cal retains the right to pursue options to reclaim the equipment.
6. **Sales and Similar Taxes** - Unless otherwise stated, Custom-Cal's prices do not include sales, use, excise, or similar taxes. Consequently, the amount of any present or future sale, use, excise or other tax applicable to the sale of the test equipment hereunder shall be paid by the Customer in addition to the invoice amounts. Any customs duties for non-US shipments are not included and shall be paid by the Customer in addition to the invoice amounts.
7. **Delivery/Receipt of Equipment for trade-in** – We require documentation (packing slip, purchase order, etc.) at pickup/delivery, detailing the equipment being returned for trade-in (list of items). Custom-Cal is not responsible for items which arrive damaged due to improper packaging or handling.
8. **Shipping** - Unless otherwise stated by Custom-Cal, delivery of products hereunder shall be f.o.b. point of shipment, and transportation expenses shall be paid by the Customer. Resale equipment shipped by Custom-Cal is carefully packed and thoroughly inspected before leaving Custom-Cal's facility. Any new equipment is shipped in the original manufacturer's packaging. Any claim for discrepancies will be honored only if reported within fifteen (15) days from receipt of shipment. Responsibility for safe delivery of equipment is assumed by the carrier upon its acceptance of the shipment. Consequently, claims for loss or damage sustained in transit must therefore be filed with the carrier as follows: written requests for inspection by the carrier's agent should be made within fifteen (15) days of the delivery date when concealed loss or damage is discovered. Concealed loss or damage means loss or damage which is not apparent until item is unpacked; contents may be damaged in transit due to rough handling even though packaging may not show external damage. As to visible loss or damage, any external evidence of loss or damage must be noted on the freight bill or express receipt, and such document should be signed by the carrier's agent at the time of delivery. Original packing must be retained and available to the carrier for inspection. The Customer's failure to adequately describe such external evidence of loss or damage may result in the carrier's refusing to honor a damage claim. The carrier will supply a form for filing such a claim.
9. **Title**- Title to all equipment remains the property of Custom-Cal until payment of all purchase prices of equipment has been fulfilled. Customers are precluded from altering, assigning, modifying or encumbering in any way on equipment that is the property of Custom-Cal.
10. **Termination** - This agreement may be terminated by either party prior to shipment from Custom-Cal's location of any purchased equipment. Equipment orders shipped by a third party can only be terminated prior to shipment with that party's approval. After shipment of the equipment, the 5 day right –of-return policy is in effect as noted in section 11.
11. **Return of Items** - Authorization must be obtained from our Customer Service Department before returning equipment for any reason. When requesting a return authorization, please advise the reason for the return, date of purchase order, your P.O. number, and our invoice number. Custom-Cal offers a five (5) day right of return policy unless otherwise noted. If within five days the equipment is found to be defective or does not meet the Customer's needs, the equipment, upon receipt of authorization, may be returned to Custom-Cal. The equipment must be returned with all accessories. Upon receipt of the returned equipment Custom-Cal may at its discretion repair the unit, provide a replacement unit to the Customer or provide a credit to the Customer's account for the purchase price of the equipment. Test equipment returned 6-30 days from delivery date may be subject to a 15% restocking fee at Custom-Cal's discretion.

12. **Acceptance of Terms and Condition** - Acceptance of the terms and conditions herein is an essential prerequisite to any contract of sale made by the seller. No condition stated by the Customer in its offer or acceptance shall be binding upon the seller if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. Acceptance of any goods manufactured and delivered hereunder shall constitute purchaser's agreement to said terms and conditions.
13. **Warranty/Resale equipment** - Custom-Cal warrants the equipment sold to Customer for a period of 90 days for all test equipment sales unless otherwise noted in writing. The Warranty shall not cover any cosmetic defects which do not affect the functional operation of the resale equipment. The warranty period commences at the date of shipment from the supplying location. If the equipment, under normal use, is found to be defective within this period, Customer shall notify Custom-Cal and immediately ship the defective Equipment, at its expense, to Custom-Cal. Upon receipt of the defective Equipment, Custom-Cal shall at its option repair the equipment, supply a replacement, make a price adjustment or credit the Customer's account. Nonpayment or delinquent payment (10 days or more past the agreed terms) "voids" warranty.
14. **Warranty/New equipment**- Standard manufacturer's warranties on new equipment are transferred to the customer at the time of sale. All warranty claims for new equipment are to be filed with the manufacturer per terms and procedure in the warranty provided with the equipment.
15. **Limitation of Warranty and Liability** -  
THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. Any references by Custom-Cal to the Customer's specifications and similar requirements are only to describe products, and no representations or other terms therein shall have any force or effect. Catalogs, circulars, and similar literature of Custom-Cal are issued for general information purposes only and shall not be deemed to modify the provisions hereof.  
  
The foregoing is Custom-Cal's only obligation and the Customer's only remedy for breach of warranty. Except for gross negligence, willful misconduct, and remedies permitted under any other clause of these Terms and Conditions, the foregoing is the Customer's only remedy hereunder by way of breach of contract, negligence or other tort, or otherwise. In no event shall the Customer be entitled to incidental, special, or consequential damages. Custom-Cal does not authorize any agent or representative to warrant repaired and/or calibrated equipment's fitness for any particular use or to make any other warranty, express or implied, or to assume any liability, except as set forth herein.
16. **Miscellaneous** – This Agreement shall be construed and interpreted under the laws of the State of New Jersey. The parties hereby consent to the jurisdiction of the courts of the State of New Jersey and agree that venue lie in Mercer County. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
17. **Delayed Performance** - If the performance of this agreement, or of any obligation hereunder is interfered with by reason of any circumstance whatsoever beyond the control of the party affected, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with); provided that the party so affected shall use reasonable efforts to remove such causes of non-performance. Notwithstanding the aforementioned circumstances, Custom-Cal will, to the best of its ability, provide the service covered herein.