



## **STANDARD TERMS AND CONDITIONS**

**These terms and conditions specify the relationship between Electro-Optical Systems Inc (EOS) and all purchasers (Buyer) of goods and services from EOS.**

**General:** All terms and conditions relating to the sale of goods and services by Electro-Optical Systems Inc (EOS) are contained herein. This statement supercedes all statements contained on Buyer's order forms, confirmations or other information from Buyer unless specifically agreed to in writing by EOS.

**Order Acceptance:** EOS accepts orders via telephone, fax, email and postal mail. All orders are subject to acceptance by EOS. Orders must contain the EOS part numbers, quantities, price, and delivery schedule. All orders must reference an EOS Quotation or standard price schedule. All orders must include a valid company purchase order number and specific shipping instructions. Submission of a purchase order shall constitute an acceptance of these stated terms and conditions.

**Product Specifications:** All product specifications are as provided by EOS in the standard catalog data sheets, or as specifically provided by EOS in a quotation or other contractual written agreement. EOS makes no claims as to the suitability of its products to any particular intended purpose.

**Pricing:** All prices are subject to change without notice. All written quotations are valid for the term specified. All prices are FOB Phoenixville, PA, USA, and are exclusive of freight, taxes, duties and insurance fees.

**Delivery and Shipping:** All orders are FOB shipping point unless specifically agreed to otherwise in writing by EOS. EOS insures proper packaging and will ship to the Buyer by any means selected by EOS unless specifically directed by Buyer. All freight and insurance charges will be to the Buyer's account or will be added to the shipment invoice payable by the Buyer. The delivery of the products by EOS to a carrier and the issuance of a bill of lading or other shipping receipt shall be deemed as complete delivery by EOS to the Buyer. Any and all risk of damage, loss or otherwise problems associated with the transit of goods shall be the total responsibility of the Buyer.

**Force Majeure: Shipping Delay:** All shipping schedules are good faith estimates of approximate delivery times. EOS shall not be liable for any penalty or damages associated with late delivery unless specifically agreed to in writing along with the acceptance of the order. EOS will notify the Buyer of any anticipated delays in the delivery schedule.

**Terms of Payment:** EOS accepts VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER credit card payments. EOS will also ship by COD to USA customers. International customers are required to prepay in full, pay by credit card as mentioned above, pay by irrevocable Letter of Credit, or pay against credit terms agreed to in advance by EOS in writing. Customers can establish a credit account by supplying bank references and account numbers, trade references and a satisfactory D&B rating. Any Buyer that has not paid per the agreed upon terms will be subject to, at EOS's option, withholding of shipments, cancellation of any remaining deliveries and the cancellation of credit.



**Product Warranty:** All standard EOS products are warranted to perform to the specifications as stated in the catalog information. No other specifications apply unless specifically agreed to in writing. EOS does not warrant the suitability of any of its products for any particular purpose. All products, unless specifically agreed to otherwise, are warranted for a period of one year after delivery for all material and workmanship defects, not including any damage in shipment, installation and handling by the Buyer or Buyer's agents. If the Buyer believes that a product is defective or otherwise nonperforming within the warranty period and wishes to make a claim against the warranty, the Buyer **must** obtain a **Returned Material Authorization** (RMA) number from EOS. The Buyer must then properly package the product for shipment and return it freight prepaid to EOS for evaluation. Buyer should include as much information regarding the defect or failure as possible. EOS will evaluate the product and if the warranty claim is deemed valid, will repair or replace at EOS's option. EOS accepts no penalties or damages of any kind with respect to any products or orders unless specifically agreed to in writing. Under no circumstances will EOS be held responsible for damages to or failures by Buyer's apparatus or equipment because of improper installation, handling or misapplication of EOS product.

**Custom Products:** All custom products and custom engineering are subject to specific written contacts. In the absence of specific agreements the terms and conditions for standard products apply.

**Governing Law:** This agreement and any questions or claims thereof shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America.