



Photo Chemical Systems®

Printed Circuit & Screen Printing Products

STANDARD CONDITIONS OF SALE

1. **Description of Parties:** (a) Seller, Photo Chemical Systems, Inc. (hereinafter referred to as "Seller"). (b) Buyer means the person representing a legal entity that buys goods in good faith. (c) A party means a person, Seller or Buyer, who has engaged in a transaction or made an agreement.
2. Seller warrants that the products or materials (hereinafter referred to as "products" or "goods") delivered hereunder meet Seller's standard specifications for the products or such other specifications as may have been expressly agreed to herein. **SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE GOODS & SELLER EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**
3. Buyer's remedies under Seller's warranty shall be limited to replacement of the goods that failed to conform to Seller's warranty. Seller shall not be liable to any consequential damages or economic loss or property damage incurred by Buyer.
4. Buyer assumes all risks and liability resulting from use of the products delivered hereunder, whether used singly or in combination with other products.
5. Buyer's placement of this order shall create a contract subject to and expressly limited by these terms and conditions. Acceptance may only be made on the exact terms and conditions hereof and if Buyer proposes additional or different terms, such response shall constitute a counteroffer. The terms of this contract shall supersede any conflicting terms contained on Buyer's purchase order or any document or instrument submitted by Buyer.
6. All prices are firm unless otherwise agreed to in writing. Seller reserves the right to change the prices and specifications of its goods at any time without notice. Any tax, duty, or tariffs or other fees of any nature imposed upon this transaction by any Federal, State, or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Seller is required to prepay any such tax, Buyer will reimburse Seller. Terms of sale shall be C.O.D. unless at Seller's discretion credit terms are granted. Sales terms shall be stated on the invoice and any credit terms shall be from the date Seller ships the goods. In addition, Seller reserves the right to require C.O.D. payment terms from any Buyer whose account is overdue for a period of more than 60 days from invoice date or who has an unsatisfactory credit or payment record. Seller may also hold shipments or refuse to sell to any Buyer until overdue accounts are paid in full.
7. Seller will make every effort to ship the goods to provide the services hereunder in accordance with the requested delivery date (in-house date). Seller accepts no liability for any losses or for general, special, or consequential damages arising out of delays in delivery. If for any reason, Seller is unable to supply the total demand for products herein, Seller may distribute its supply among any or all purchasers, as well as departments and divisions of Seller on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
8. Transfer of title for goods shall occur when they leave Seller's point of distribution, at which time risk of loss shall pass to Buyer. Buyer shall pay all shipment costs and if prepaid by Seller the amount thereof shall be reimbursed to Seller. Buyer shall designate freight carrier and method. In the event Seller chooses freight carrier and method, Buyer will indemnify and hold harmless Seller for any losses or for general, special, or consequential damages arising out of delays in delivery. Except for goods shipped F.O.B. destination, Buyer bears the risk of all loss or damage to goods in transit and shall make any claim for damage or loss during shipment directly with the carrier.
9. Buyer shall be responsible for inspecting all goods shipped hereunder prior to acceptance, provided, that if, Buyer shall not have given Seller written notice of rejection within 15 days following shipment to Buyer, the goods shall be deemed to have been accepted by Buyer.
10. Goods shipped under this agreement may not be returned without the express prior authorization of Seller. If return is authorized, Seller will provide Buyer a Return Material Authorization Number (RMA No.) All returns of goods may be subject to a 25% restocking charge.



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11. **Indemnification:** Buyer will indemnify, defend and hold harmless the Seller from and against all liability, loss, claims, damages, and expenses, including reasonable attorney's fees which may result from: (1) accident, injury, or damage either to person or property or from death of any persons by reason of any act or omission on the part of the Seller except to the extent that the accident, injury, damage or death is due solely and directly to the negligence of the Seller; and (2) Buyers handling, packaging, labeling, storage, treatment, removal, transportation, and disposal of any waste material made under any current or future federal, state or local environmental laws. Buyer will exercise responsible care and will use Sellers goods in accordance with Sellers technical literature and guidance.
12. Buyer shall not without first obtaining written permission, in any manner disclose the details or specifications of this agreement.
13. This contract shall be governed by and construed in accordance with the laws of the State of North Carolina. Any, and all disputes or controversies arising under, out of, or in connection with this contract or the sale or performance of the goods shall be resolved by final and binding arbitration in North Carolina in accordance with North Carolina Arbitration Rules. The arbitrators shall have no power to add to, subtract from or modify any of the terms or conditions of this contract. Any award rendered in such arbitration may be enforced by either party in the courts of the State of North Carolina to whose jurisdiction for such purposes, Seller and Buyer each hereby irrevocably consents and submits.