

MOHR™

MOHR Test and Measurement LLC

2105 Henderson Loop * Richland, WA 99354 * USA

ph: +1-888-852-0408 * fx: +1-888-278-8037

www.mohr-engineering.com

Terms and Conditions of Sale

What This Document Contains

This document contains the entire agreement (the "Agreement") between the Customer ('Customer', 'you', 'your') and MOHR Test and Measurement LLC ('MOHR', 'we', 'us', 'our'). Customer's acceptance of any goods and/or services from us or our subsidiaries constitutes acceptance of these terms and conditions in their entirety. There is no agreement between Customer and MOHR other than what is contained in this document, unless specifically agreed to in writing by MOHR.

How to Order

Please see visit our website at www.mohr-engineering.com for ordering details. Purchase Orders may be sent physically or electronically via email or fax.

Payment

Payment in full is required before shipment except for US government institutions and select corporate customers, which may be eligible for Net 15 or other credit terms. On approval of credit, we may accept payment by major credit card and checks for items purchased by US customers. Credit card payments are subject to an additional 2.5% service charge. Personal or company checks will be held until funds clear. For customers outside the US, we accept secure wire transfer. We do not accept credit cards from non-US customers unless credit is pre-approved. For approved use of credit cards outside the US, we require a photocopy of the front and back of the card and a billing statement so that we can verify credit status prior to shipment; this verification process may take up to 30 days. Please note that products purchased under credit terms may be supplied with a temporary software license until payment is complete.

Pricing and Specifications

All prices which may be quoted on this website or through correspondence with us are in US Dollars, and do not include freight and handling charges, state or federal taxes, import duties, brokerage fees or any other fees imposed by a third party for handling of the shipment, for which Customer is responsible. We reserve the right to change the pricing and/or specifications of our products at our discretion and at any time, without notice.

Shipping Terms

Products are shipped FCA from Richland, WA. We ship UPS and FedEx. Other carriers can be arranged as necessary. MOHR assumes no liability for a carrier's inability to pick up an express order because of bad weather or any other condition. International orders may be shipped by UPS or other carrier at the Customer's discretion subject to approval by MOHR.

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Damage During Shipment

Accidents resulting in damage of products during shipment occur occasionally. If damage has occurred during shipment, please contact us immediately with the invoice number and tracking number of the package. Please note the condition of the packaging and retain it in case the shipper requires an inspection. Because our responsibility for damage ceases once the carrier accepts the shipment, you must contact the carrier to make damage claims.

Returning Goods

We want you to be happy with our products. For this reason, we will accept the return of any undamaged and fully functional product at our discretion for a period of 30 days from the date of purchase. Returned items may be assessed a 5-10% restocking fee, depending on the item and at our discretion. Before returning any product, you are encouraged to contact us by phone or email to make sure that all technical support issues have been resolved. Products may be returned, subject to the following conditions:

- Products must have been purchased directly from us within the past 30 days.
- Products must be in undamaged condition and will be subject to inspection by us for evidence of damage or misuse prior to the issuance of a refund. At our discretion, items that appear to us to have been used and/or damaged may be refused by us; alternatively, the refund may be issued less a damage charge in the amount necessary to cover the cost of repair of the item.
- Shipments must be made by a carrier that uses tracking numbers and shipment must be prepaid by Customer.
- A copy of the original invoice must be included with the returned item, clearly indicating any or all items which are being returned.
- Products may not be returned without our prior written approval. Please call or email us for an RMA number and clearly write this number on the front of the package. Shipments without this authorization number may be refused.

Exclusive Warranty and Limitation of Remedies and Damages

Purchase and/or use of this product signify Buyer's agreement to the terms of this Warranty. MOHR Test and Measurement LLC (MOHR) warrants that its products will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment unless otherwise stated in writing by MOHR. If any such product proves defective during this warranty period, MOHR, at its option, either will repair the defective product without charge for parts and labor, or will provide a replacement in exchange for the defective product. MOHR's liability and Buyer's remedies under this Warranty shall be limited solely to repair, replacement, or credit.

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In order to obtain service under this Warranty, Buyer must notify MOHR of the defect before the expiration of the warranty period and make suitable arrangements for the performance of service. Buyer shall be responsible for packaging and shipping the defective product to MOHR with shipping charges prepaid. Buyer shall be responsible for paying all return shipping charges, duties, taxes, and other charges for units returned to any location. Buyer shall be responsible for removing and reinstalling the equipment and for any decontamination procedures that may be necessary in preparation for shipment.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOHR SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LABOR COSTS OR LOSS OF PROFITS, DAMAGE TO PERSON OR PROPERTY ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE PRODUCTS PURCHASED FROM MOHR.

Specific Limitations of this Warranty:

This Warranty only applies to normal and reasonable use of this product. Damage to this product resulting from improper use, the determination of which is solely at the discretion of MOHR, is specifically excluded from this Warranty.

Electrical damage to this product resulting from connection of a cable or device carrying an electrical signal or other non-zero electrical potential relative to earth ground to the instrument coaxial connector is specifically excluded from this Warranty.

Electrical damage to this product resulting from connection of a cable or device carrying a static electrical charge to the instrument coaxial connector without first properly grounding the conducting elements of the cable or device is specifically excluded from this Warranty.

Limitation of Liability

IN NO EVENT SHALL MOHR BE LIABLE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR PAYMENT OBLIGATIONS, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER SUCH CLAIM ACCRUED. MOHR'S AGGREGATE LIABILITY TO CLIENT AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO MOHR IN RELATION TO SUCH TRANSACTIONS.



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Governing Law; Jury Trial Waiver; Binding Arbitration

This Agreement will be governed by the substantive laws of the State of Washington, without reference to provisions relating to conflict of laws. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any INCOTERMS shall apply to this Agreement, each party agreeing that the Uniform Commercial Code, as adopted by the State of Washington shall control any dispute arising from the transactions contemplated by this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES UNDER THIS AGREEMENT.

Any claim, matter or controversy arising out of or relating to this Agreement, or the breach thereof, shall be decided by arbitration in accordance with the Commercial Industry Rules of the American Arbitration Association governing at that time, unless the parties mutually agree otherwise in writing. Any arbitration shall be held in Richland, WA. The prevailing party in any such arbitration shall be entitled to recover reasonable attorney's fees, expenses of council, expert witness fees and any other arbitration expenses. The award of the arbitrators shall be final and binding, and be enforced in any court of competent jurisdiction.

Nuclear and Other Hazardous Applications

If MOHR's products are used in connection with any nuclear facility or any other application or hazardous activity where failure of a single component could cause substantial harm to persons or property, MOHR disclaims any and all liability for any nuclear damage, contamination or other damage or injury and Customer shall indemnify and hold MOHR harmless from such liability whether as a result of breach of contract, warranty, tort (including negligence) or other grounds. MOHR and its suppliers shall not be liable to Customer or its insurers based on contract, warranty, tort (including negligence), or other grounds for onsite damage to property located at a nuclear facility. In addition, if MOHR's products are used in connection with a nuclear facility, Customer shall provide financial protection for MOHR as required by Section 170 of the Atomic Energy Act of 1954 ('the Act'), at no cost to MOHR, including an agreement of indemnification and/or nuclear liability insurance from ANI and MAELU, or both, pursuant to Section 170 of the Act, as applicable. Any material or equipment owned by MOHR which becomes radioactive at Customer's work site, shall, at MOHR's option, be purchased by Customer. Any nuclear decontamination necessary for MOHR's performance (including warranty) shall be performed by Customer without cost to MOHR.