

General Terms and Conditions for Repair Services



1. SERVICE AREA

Service will be performed within the United States of America, Mexico and Canada

2. SERVICE TERMS AND SHIPPING

Foerster Instruments shall provide the services referenced in the applicable Foerster Instruments Service Agreement, quotation, or acknowledgement and, where no such agreement, quotation or acknowledgement applies, Foerster Instruments shall provide the services as may otherwise be ordered by the Customer and agreed to in writing by Foerster Instruments. Each of the aforementioned agreement, quotation, acknowledgement and written confirmation, as accepted by a Customer purchase or acceptance order, shall be sometimes referred to herein as an "Agreement." Foerster Instruments will provide the relevant services during normal business hours (excluding holidays). Such services shall be carried out either at Foerster Instruments' premises or at such other location as Foerster Instruments may designate from time to time. Unless otherwise specified in an Agreement, Customer shall be responsible for shipping products both to and from Foerster Instruments' premises or such other location as Foerster Instruments may designate for service. If Foerster Instruments arranges for the shipping, Foerster Instruments will invoice Customer for shipping and handling charges for each product shipped. In all cases, including those where testing services are provided and materials are shipped to and/or from Foerster Instrument's facility by Foerster on behalf of the Customer, the risk of loss with respect to all products and parts shall never transfer to Foerster Instruments. Customer shall at all such times permit Foerster Instruments access to the relevant products whenever service is required. Customer shall cooperate, and ensure that any other such user cooperates, with Foerster Instruments to the extent necessary to permit service to be performed efficiently and without interruption. For service performed at the premises of Customer, Customer shall permit Foerster Instruments to use any Customer equipment or facilities that Foerster Instruments reasonably deems necessary for the performance of service. With respect to any testing services provided by Foerster Instruments pursuant to any Agreement, the specifications for the performance of such testing shall be provided in writing by the Customer to Foerster Instruments.

3. COVERAGE ELIGIBILITY (NOT APPLICABLE TO TESTING SERVICES)

Except for products which are still within their initial warranty period or which are already covered by a Foerster Instruments Service Agreement, products are only eligible for service coverage after they have been inspected by an authorized Foerster Instruments service representative. Customer is responsible for identifying any performance deficiencies prior to or at the time of requesting service coverage. The performance will then, at Customer's request, be brought up to Foerster Instruments' specifications at Foerster Instruments' then current per call rates. If a newly covered product is subsequently determined by Foerster Instruments not to meet Foerster Instruments' specifications due to a pre-existing, unidentified deficiency, Customer shall either (a) cancel further service coverage for the product, or (b) request that Foerster Instruments bring the product up to Foerster Instruments' specifications at Foerster Instruments' then current per call rates. Customer shall not transfer any products covered by an Agreement to another site without Foerster Instruments' prior written consent (such consent not to be unreasonably withheld).

4. TERM OF THE AGREEMENT

The effective date and the initial term of an Agreement shall be as shown in such Agreement. Except as may be otherwise provided for below at Article 10, TERMINATION, an Agreement shall expire at the end of the initial term unless renewed by both parties in writing.

5. SERVICE CHARGES

The service charges will be the charges shown in the Agreement and shall apply only to the products specified therein. Additional charges for products added to the applicable Agreement at a later date will be at the rates in effect at the time of such additions. Where no Agreement exists, or if the charges are not specified in such document, Foerster Instruments will charge its standard rates in effect at that time for the service coverage or other services to be provided. Foerster Instruments service charges are exclusive of taxes, which shall be the sole responsibility of Customer. Unless otherwise specified in an Agreement, service charges will be invoiced upon completion. When the services are ordered through a Foerster Instruments authorized reseller, the charges shall be as designated by the reseller and shall be payable to the reseller in accordance with the terms and conditions of such reseller. Shipping and handling

charges are described above at Article 2, SERVICE TERMS AND SHIPPING.

6. PURCHASE ORDERS

Customer's submission of a purchase order or acceptance of service, in response to or in anticipation of Foerster Instruments' quotation or acknowledgement or the Foerster Instruments Service Agreement, shall be deemed acceptance of these terms and conditions to the exclusion of any additional or different terms or conditions set forth in any Customer purchase order or acceptance of service, even if such order or acceptance is expressly made conditional on Foerster Instruments' assent to such additional or different terms.

7. TAXES

Any and all state, provincial and local sales, use, excise, privilege and similar taxes imposed on Foerster Instruments or which Foerster Instruments has a duty to collect in connection with the service, supply, shipping, handling or use of any products will appear as separate items on Foerster Instruments' invoice. If Customer is exempt from any such charges, it is the responsibility of Customer to supply Foerster Instruments with evidence of such exemption at the time Customer places the purchase order.

8. INVOICES AND PAYMENT

Customer shall pay the amounts invoiced by Foerster Instruments within thirty (30) days of the date of the invoice in readily available cash denominated in U.S. currency. In addition to any other remedies available under the law, Foerster Instruments may withhold service hereunder if Customer fails to make any payment when due. Foerster Instruments will not adjust any service payments if Customer fails to utilize service coverage purchased under these terms and conditions. Any amount not paid by the due date shall bear interest at the greater of (i) eighteen percent (18%) per annum, compounded daily or (ii) the maximum rate allowed by law from and after the due date. Foerster Instruments shall be entitled to collect from Customer, all such costs and expenses of suit and execution proceedings, including reasonable attorneys' fees, as may be undertaken by Foerster Instruments to enforce payment. In light of the warranties specified herein, payment shall be made and may be enforced without any right to set-off against amounts allegedly due on account of any alleged claim by Customer whether arising from the purchase of services hereunder or otherwise.

9. REPLACEMENT PARTS, MODULES AND PRODUCTS (NOT APPLICABLE TO TESTING SERVICES)

Parts, modules and replacement products used by Foerster Instruments for service work may be new or reconditioned, at the sole discretion of Foerster Instruments. All original parts, modules and products replaced by Foerster Instruments shall become the property of Foerster Instruments upon such removal or replacement.

10. TERMINATION

Foerster Instruments may immediately terminate an Agreement and any service to be provided hereunder by written notice to Customer if Customer fails to pay any amount due or breaches any other provision of these terms and conditions; provided that Customer is given written notice of the breach and the breach persists or is not remedied within thirty (30) days after the date such notice is given to Customer. Upon such termination, Customer agrees to reimburse Foerster Instruments for all costs and expenses already incurred, and for all financial commitments made by Foerster Instruments in connection with the provision of services and the processing, handling, transportation and/or fabrication of any replacement goods or parts thereof, as of the termination date. Such payments shall be made by Customer within thirty (30) days of demand from Foerster Instruments. The payment provisions of Article 8, INVOICES AND PAYMENTS, shall survive any termination of an Agreement. Foerster Instruments' determination of all such costs and expenses shall be conclusive and binding upon Customer. Foerster Instruments shall however, if requested, provide Customer with a general itemization of the said costs and expenses, without necessity for disclosing the names of any suppliers, or any information that is of a proprietary nature, or could place Foerster Instruments at a disadvantage with its competitors.

General Terms and Conditions for Repair Services



11. INDEMNITY

Foerster Instruments shall indemnify and hold Customer harmless from and against any claim of injury to any person (including death) or damage to property caused by or arising out of the negligent or wrongful acts or omissions of Foerster Instruments, its agents or employees while on Customer's premises.

12. WARRANTY

Foerster Instruments warrants that repair service, calibration service and/or testing services, whichever is applicable, purchased from Foerster Instruments hereunder will be performed in a good and workmanlike manner.

With respect to repair service, Foerster Instruments warrants that all parts installed in the course of repair service will be free from defects in materials and workmanship for a period of three (3) months from the date of service. If any repair services do not meet these standards or, if applicable, if any new or reconditioned part installed in the course of providing such services proves defective within the three (3) month warranty period, Foerster Instruments will re-perform the services and replace the defective part, if applicable, without charge for parts and labor. Customer must promptly notify Foerster Instruments in writing of any substandard services, and, with respect to any product defect, provide written notice before the expiration of the three (3) month warranty period and make suitable arrangements for the performance of the repair service.

With respect to testing services provided by Foerster Instruments pursuant to any Agreement, the sole guaranty is that the services are provided in accordance with the specification for performance, if any, as defined in Article 2, SERVICE TERMS AND SHIPPING.

THIS WARRANTY IS GIVEN BY FOERSTER INSTRUMENTS ONLY WITH RESPECT TO ITS REPAIR SERVICE, CALIBRATION SERVICE AND TESTING SERVICE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. EXCEPT AS SET FORTH HEREIN, FOERSTER INSTRUMENTS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE GUARANTY OR ANY OTHER MATTER WITH RESPECT TO THE SERVICES THAT ARE THE SUBJECT OF THIS WARRANTY. FOERSTER INSTRUMENTS' RESPONSIBILITY TO REPLACE DEFECTIVE PARTS SUPPLIED BY FOERSTER INSTRUMENTS AND REPERFORM ITS WORK AS SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THIS WARRANTY.

13. EXCLUSIONS (NOT APPLICABLE TO TESTING SERVICES)

Foerster Instruments shall not be obliged under these terms and conditions to:

- (1) service any product that has been damaged, abused, overused or misused (each as defined by Foerster Instruments in its sole discretion) by Customer or its employees or agents;
- (2) service any product that has received modification, repair or service that impairs performance or impedes normal service not expressly authorized by Foerster Instruments;
- (3) paint or refinish any product for cosmetic purposes;
- (4) provide any application software support or any service involving application hardware;
- (5) repair or replace any accessories not specifically itemized on an Agreement.

The excluded services listed above may be provided by Foerster Instruments at its sole discretion at Customer's request and invoiced by Foerster Instruments at the then current rates for parts and per call service.

14. LIMITATION OF LIABILITY

EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL FOERSTER INSTRUMENTS BE LIABLE FOR ANY INDIRECT, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, BY WAY OF INDEMNITY OR OTHERWISE, ARISING OUT OF THE SERVICE PROVIDED HEREUNDER, EVEN IF FOERSTER INSTRUMENTS HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. FOERSTER INSTRUMENTS' TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE SERVICES, OR AT FOERSTER INSTRUMENTS' OPTION, THE REPERFORMANCE OF SERVICES OR THE REPAIR OR REPLACEMENT OF THE UNDERLYING PRODUCTS SUPPLIED BY FOERSTER

INSTRUMENTS. THE AFORESAID LIMITATIONS OF LIABILITY AND THE AFORESAID LIMITED WARRANTY APPLY NOT ONLY TO THE PROVISION OF SERVICES HEREIN, BUT ALSO TO ALL TECHNICAL OR OTHER ADVICE PROVIDED TO CUSTOMER, WHETHER OR NOT GIVEN AT CUSTOMER'S REQUEST, WITH RESPECT TO USE, PROCESSING, FURTHER MANUFACTURE, SERVICE OR OTHER USE OF THE PRODUCTS. FOERSTER INSTRUMENTS SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISKS OF, SUCH ADVICE AND THE RESULTS THEREOF.

FURTHER, WITH RESPECT TO TESTING SERVICES PROVIDED BY FOERSTER INSTRUMENTS PURSUANT TO ANY AGREEMENT, IN NO EVENT SHALL FOERSTER INSTRUMENTS HAVE ANY RESPONSIBILITY OR BE LIABLE FOR (A) THE RESULTS OF THE TESTING (QUALITATIVE, QUANTITATIVE OR OTHERWISE, OR (B) IF NO SPECIFICATIONS ARE GIVEN BY THE CUSTOMER WITH RESPECT TO THE TESTING, ANY SPECIFICATIONS RECOMMENDED TO SUCH CUSTOMER BY FOERSTER INSTRUMENTS.

15. WAIVER

No waiver by either party with respect to any breach or default, or of any right or remedy, and no course of dealing regarding the same, shall be deemed to constitute a continuing waiver of that or any other breach or default or of that or any other right or remedy, unless such waiver be expressed in writing signed by a duly authorized representative of the party to be bound. Any remedies specified hereunder or available to the parties at law or in equity consistent with the terms of any Agreement, may be utilized repeatedly, until the aggrieved party has secured any compliance, rights and remedies to which it is entitled, including (without limiting the generality of the foregoing) full payment for all sums due and owing hereunder, under all procedures pertaining to the collection and enforcement of judgments.

16. ASSIGNMENT

Customer may not assign (by operation of law or otherwise) its rights or obligations hereunder without the prior written consent of Foerster Instruments. No attempt to assign or transfer in contravention of this provision shall be binding upon Foerster Instruments.

17. GOVERNING LAW

Any Agreement and all rights and duties of the parties hereunder, shall be governed by the internal laws of the Commonwealth of Pennsylvania. The parties to any such agreement agree that any action by either party for breach of any such agreement, or to resolve any dispute arising under any such agreement, shall, at the Foerster Instruments' option, be brought either in the Pennsylvania State Courts, or the Federal District Court for the Western District of Pennsylvania, sitting in Pittsburgh, Pennsylvania, if it has subject matter jurisdiction, or shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, in Pittsburgh, Pennsylvania. In either event, each party agrees that service of process or demand for arbitration will be effected by certified mail, return receipt requested, sent to the last known address of the other party.

18. NOTICES

All notices required or authorized by these terms and conditions shall be given in writing and shall be deemed effective upon receipt. Notices to Customer shall be sent to the address shown in Customer's order. Notices to Foerster Instruments shall be sent to the office of Foerster Instruments designated as responsible for the service.

19. ENTIRE AGREEMENT

These terms and conditions, any Foerster Instruments Service Agreement, and any Foerster Instruments quotation or acknowledgement shall constitute the full understanding of the parties, a complete allocation of benefits and risks between them and a complete and exclusive statement of the terms and conditions of their agreement with respect to the provision of services hereunder. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, waive, vary, explain, or supplement the terms or conditions of an Agreement shall be binding unless hereafter made in writing and signed by a duly authorized representative of the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of purchase orders or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. If such a written change is made which causes an increase in the cost of labor or

General Terms and Conditions for Repair Services



materials, or in the time required for performance of Foerster Instruments' duties hereunder, then the price hereunder shall be reasonably increased, and the delivery time shall be extended for such time as may be reasonably necessary to enable Foerster Instruments to provide such services.

FII SERVICE ST&C REV – 01/17
QP7.F43