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## Terms & Conditions

(Updated May 1, 2024)

The following are the terms of a legal agreement between you ("Buyer") and Aeris Technologies, Inc ("Seller"). Seller agrees to sell, and Buyer agrees to buy, gas analyzer instrument(s) and/or accessories and/or services in accordance with the terms and conditions of this agreement. By placing an order, Buyer agrees to these Standard Terms and Conditions for all orders placed, except, and only to the extent, as otherwise expressly agreed in writing by the Parties. Buyer acknowledges and agrees to the following:

- Acceptance of Orders** – All orders are received subject to acceptance and shall be accepted only by authorized personnel of Seller. All orders must be firm commitments giving complete item description including quoted prices, deposits when applicable, quantity, and delivery requirements.
  - Prices** – Prices are for products only and do not include equipment, tools, dies, technical data, intellectual property or proprietary rights of any kind, qualification tests, environmental or other tests, or packaging other than Seller's standard packaging, unless expressly agreed to in writing by Seller. Any changes in specification, quantity, or delivery point shall require re-quotation for price and delivery.
  - Taxes** – Buyer shall be responsible for all taxes. Any taxes or similar charges which Seller may be required to pay or collect under law, upon or with respect to services and/or the sales, purchase, delivery, processing, or transportation of any of the goods or services covered hereby shall be in addition to the quoted or otherwise applicable price. The amount shall be added to the invoice.
  - Payment Terms** – Buyer shall pay the amount listed in quotation or final invoice including all required deposits, no later than Net 30 days. Buyer acknowledges that Seller is accepting business checks and wire transfers, as forms of payment. Please note that the **Buyer is responsible for all banking fees (wire transfers, conversion rates, etc)**. In the event Buyer fails to make payment to Seller when due, a delinquency charge of **1.5% interest per month** will be imposed charged on the balance, but in no event will the delinquency charge be greater than the maximum rate permitted by law. Failure to pay will result in cancellation of order, at Seller's option. If Buyer fails to perform the terms of payment of any invoice or if the financial condition of Buyer becomes unsatisfactory to Seller, or if necessitated by any requirement of a governmental authority, Seller may in its sole discretion require payment in advance, the provision of satisfactory security, and/or defer or discontinue further shipments without prejudice to any other lawful remedy available to Seller.
  - Cancellation** – Orders may be cancelled no later than 48 hours after acceptance of order. Buyer must contact Seller to initiate the cancellation.
  - Returns** – Buyer shall examine products immediately upon receipt and notify Seller within 48 hours of any product claimed to be defective. The product may be returned within 14 days of receipt in the same condition as received and in the original packaging. If Buyer wishes to return the product, first please inform Seller in writing and provide the purchase order number and serial number of the unit to be returned. Such product shall be subject to inspection by Seller upon its return. Seller, at its discretion, may repair, replace, or refund the purchase price of the product.
  - Limited Warranty** – Seller warrants its products against manufacturing or workmanship defects, excluding serviceable/consumable items such as filters or chemical scrubbers, for a period of one year. All claims under warranty must be made in writing promptly after the occurrence of circumstances giving rise thereto and must be received within the applicable warranty period by Seller. Each claim must include the product type and serial number(s) and a full description of the circumstances giving rise to the claim. Before any products are returned for repair and/or adjustment, written authorization from Seller for the return and instructions as to how and where the products should be shipped must be obtained. Buyer is responsible for shipping charges for warranty claims, unless waived in writing by Seller.
  - Warranty Disclaimer** -- EXCEPT AS SET FORTH HEREIN, NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, IS MADE BY SELLER WITH RESPECT TO ITS PRODUCTS AND SERVICES. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
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9. **Limitation of Liability-** NEITHER SELLER NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR COLLATERAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THE SALE, PURCHASE, OR USE OF SELLER'S PRODUCTS OR SERVICES. IT IS AGREED THAT BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION RELATING TO THE PURCHASE, SALE, OR USE OF THE PRODUCTS OR SERVICES SHALL BE FOR ACTUAL DAMAGES IN A TOTAL AMOUNT NOT GREATER THAN THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES WITH RESPECT TO WHICH SUCH CLAIM IS MADE. **THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF SELLER FOR CLAIMS ARISING OUT OF THIS AGREEMENT AND/OR THE SALE OF PRODUCTS AND SERVICES.**
10. **Waiver, Choice of Law, and Venue.** This agreement will be governed by the laws of the State of California. The California State Courts of Alameda County, California or the United States District Court for the Northern District of California will have exclusive jurisdiction over and be the sole venue for the resolution of any dispute arising out of this agreement. Buyer hereby consents to the jurisdiction of such courts. If it substantially prevails in an action to obtain amounts owed, Seller shall be entitled to recover its reasonable attorneys' fees.