

# PRODUCT WARRANTY

Orion Instruments products are warranted free of defects in materials and workmanship.

A standard 5-year warranty applies to the chamber and float of the Atlas™, Aurora™ and Gemini™ instruments. A standard 1-year warranty applies to visual indication, electronic products and insulation.

Orion Instruments shall not be liable for misapplication, damage or abuse.

## TERMS AND CONDITIONS

ALL ORDER INQUIRIES, CORRESPONDENCE, ETC. should be sent to Orion Instruments, 2105 Oak Villa Blvd., Baton Rouge, LA 70815.

ALL ORDERS are subject to acceptance at the home office in Louisiana, E.U.A.

PRICE QUOTATIONS: Quoted prices are firm for 30 days from date of quotation or as stipulated in writing.

PRICE ESCALATION: Shipments made after 60 days from date of order receipt due to delays on the part of the customer may be subject to price increases in effect at the time of shipment.

ORDER REVISIONS: A charge of \$100.00, plus applicable engineering time at \$100.00 per hour, and material and labor charges as required, will be added to all orders where purchaser initiates a change in specification after the order has been placed in production.

STORAGE CHARGES: A 2% per month storage charge will be applied for the period of time between the date of notice of completed fabrication or original requested shipping date, whichever occurs last and the date of shipment.

EXCESSIVE LITERATURE CHARGE: A charge of \$5.00 per set will be made for requests exceeding 15 sets of submittal data, parts lists, instruction sheets, or dimensional drawings per order line item.

EXPORT COMPLIANCE: Orion Instruments adheres to all U.S. export control laws and regulations. End user information is required for all orders prior to acceptance. Orion Instruments will not conduct business with any customer that is unwilling to provide said information. Buyer agrees that if any export compliance form is requested, Buyer shall accurately complete and return said form within ten (10) days of receipt to Orion Instrument's Export Control Administrator. Buyer understands and acknowledges that Seller will rely on the end user information provided by Buyer to determine compliance to export control laws.

EXPORT -- LETTER OF CREDIT: A charge of \$175.00 will be made for all export orders requiring a letter of credit. In addition to the Letter of Credit charge, handling charges from the forwarder and bank will be added as required by each order. All charges are to be borne by the applicant.

### CANCELLATION AND RESTOCKING POLICY:

1. Codes 1 (1A) & 2, "ESP" Units and Stocked Parts.....	25% of invoice price based on restockability
Code 3 (1B), Standard Models (excluding flanged chamber options).....	35% of invoice price based on restockability
Codes 4 (II) & 5 (III), Engineered or Modified Units (including non-ESP flanged chamber options).....	65% to 100% of invoice price based on restockability
Codes 6 & 7, NSR, and Special Design Units.....	NO CREDIT

NOTE: 1) Transducers and probes are built to customer specified lengths and are not restockable.

2) Credit will not be issued for material that has been used in hazardous media.

3) Credit will not be issued for material that is no longer required unless replacement material is ordered.

2. Application engineering time will be charged at \$100.00 per hour for all engineering work performed prior to release to production.

SPECIAL PRODUCTS: Products made to customer's specifications (6 & 7) above are not returnable; and, orders for such products cannot be cancelled after commencement of the manufacture of the material.

CLAIMS: Claims concerning defective goods should be made at once to a field sales office or the home office and must be made within five (5) days after discovery. Claims for errors, shortages, etc., must be made within five (5) days of receipt of goods. Freight claims are the responsibility of the consignee on all orders shipped FOB Factory (EX-WORKS).

RETURNED MATERIAL: It is essential that a "Return Material Authorization" number be obtained from the factory or representative for identification of the goods. Customer is responsible for freight charges for all items returned to the factory. Labor for all repair/modifications will be charged at \$85.00 per hour.

PRODUCT CHANGE: The right to make changes in design or material when necessary, without prior notice, is reserved. No products may be returned for credit without the written consent of the company in advance of such return.

RESPONSIBILITY AND RISK: We are not responsible for loss due to delays resulting from any cause other than our own negligence. All goods are at the risk of the purchaser after they have been received by a licensed carrier in good order.

FAIR LABOR ACT: Seller warrants that all goods are manufactured in accordance with the requirements of the Fair Labor Standards Act of 1938 as amended, and regulations and orders of the United States Department of Labor issued under Section 14 thereof.

MINIMUM INVOICE: A minimum charge will be made on small purchases to cover packing, order processing, billing and other handling expenses as follows: \$100.00 within the U.S.A. and possessions; \$100.00 Canada or Puerto Rico shipments; and \$150.00 elsewhere.

PAYMENT TERMS: Net 30 days from date of invoice and shipment, SUBJECT TO CREDIT APPROVAL.

CONTRACT GOVERNED BY THE LAWS OF LOUISIANA.