

# Terms & Conditions of Sale



**1. Warranty:** Equipment manufactured by Global Plasma Solutions, Inc. ("GPS") is warranted by GPS to be free from defects in workmanship or materials for a period of one (1) year from the date of shipment to the original Customer. The foregoing warranty shall not apply to Equipment that shall have been altered or repaired after shipment by any person not authorized by GPS, and GPS shall in

no event be liable for any alterations or repairs made without its written consent. In addition:

- a) The Equipment must be installed and maintained in accordance with the enclosed instructions.
- b) This warranty applies ONLY to parts/items that are defective when shipped from our plant. If a part is found to be defective when shipped, whether this defect shows up immediately or, during the warranty period, through proper use of the Equipment, we will repair the part, furnish a replacement part or issue a credit memorandum, at our option.
- c) Our warranty does not cover the cost of routine maintenance of the Equipment.
- d) The power supplies not manufactured by GPS are subject solely to the terms and conditions of the manufacturer's warranty, if any, applicable to such Equipment. GPS shall make such warranty available to the Customer to the extent permitted by the terms and conditions of such warranty. GPS makes no warranty of any nature, whatsoever, to Customer with respect to such Equipment.
- e) The effects of corrosion, erosion, excessive heat & cold, dirt, dust, foreign materials, and normal wear and tear are specifically excluded from this warranty.
- f) This warranty applies to parts only, FOB Factory, and specifically excludes labor to remove and install replacement parts.
- g) It shall be the sole decision of GPS to have defective products shipped to their facility for evaluation or disposal. Customers returning products that are found not to be defective shall be charged accordingly for GPS' labor, material and shipping costs.

**2. Disclaimer of Warranties:** THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES, INCLUDING ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR APPLICATIONS OR PURPOSES, WHICH ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL GPS BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, COLLATERAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THE CUSTOMER'S USE OR OPERATION OF THE EQUIPMENT, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE EQUIPMENT OR ITS INSTALLATION. THIS WARRANTY DOES NOT COVER ANY INCIDENT RELATED TO MOLD, BACTERIA, VIRUS OR TOXIC GAS. Customer acknowledges and represents to GPS that no employee, agent or representative of GPS has made any warranty or representation regarding the merchandise, except as set out in paragraph 1, above.

**3. Limitation of Remedy:** NEITHER GPS NOR ITS REPRESENTATIVES SHALL BE LIABLE TO CUSTOMER, OR ANYONE ELSE, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND, OR FOR ANY DIRECT, COLLATERAL, INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATIVE TO, ARISING FROM, CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, ITS INSTALLATION OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT OR INADEQUACY OF THE EQUIPMENT AND IT IS EXPRESSLY AGREED THAT THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION RELATING TO THE PURCHASE, INSTALLATION AND/OR USE OF THE EQUIPMENT SHALL BE FOR DAMAGES AND GPS' LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY, ANY OTHER TORT, BREACH OF CONTRACT AND BREACH OF WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF GPS THE RESTORATION, REPLACEMENT OR REPAIR OF SUCH EQUIPMENT.



**4. Payment Terms:** Standard payment terms are NET 30 (thirty) days from date of original invoice. All payments are to be made either by check or ACH, in accordance with the payment instructions included with the invoice. Payments made after NET 30 days will be subject to a 2% finance charge.

**5. Freight and risk of Loss:** Unless otherwise stated, (a) all Equipment is sold FOB Factory GPS', facility, and (b) Customer has title to the Equipment, and the risk of its loss or damages is on the Customer, from and after the time the Equipment leaves our facility, (c) Delivery/Dispatch may be made in one lot or in several lots at our option and when made, in several lots, invoices will be made out by us representing approximately the price of each lot and the amount of any such invoices will not be disputed as long as the total of all invoices does not exceed the total contract price.

**6. Technical Advice:** Upon request we will furnish technical advice to the Customer regarding the use of our Equipment, but only on the understanding that we assume no obligation or liability for such advice, or the results obtained there from and that such advice is given and accepted at Customer's risk.

**7. Taxes & Duties:** Unless otherwise stated, the purchase price does not include taxes or duties. The Customer agrees to reimburse any tax or duty incurred by GPS, upon the sale, transportation, or purchase of the Equipment sold hereunder.

**8.** We hereby reserve the right to make without notice such minor modification in specifications, designs or materials as it may be deemed necessary or desirable by experience.

**9.** The Purchaser shall not assign or in any way transfer any of its rights or obligations hereunder to any other person(s), firm or company without our prior written consent.

**10. Returns;** Restocking Fee: A restocking fee of 20% will be charged for all returns not subject to warranty replacement. Returned products must be in original condition and are subject to inspection and acceptance by GPS.

**11.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Both parties also agree to submit to the exclusive venue and jurisdiction of the courts of the State of North Carolina for any litigation pertaining to this Agreement.

**12. Modification:** Any claim by Customer that the parties have modified the above terms shall be ineffective to create additional or different obligations on GPS unless such modification is in writing and signed by an authorized representative of GPS.

**13.** If any provision of this Agreement, including any limitation of liability, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. At the time of placement of order by customer to GPS, the customer indicates his assent to the above terms as the sole & exclusive terms of the agreement between GPS and customer.