

The complete terms and conditions of sale are those contained in a contract or in the acknowledgement of an order. The following is the summary of our normal business procedures.

## 1. DEFINITIONS

In these conditions

- a) “the Company” means DCA Instruments Oy or DCA Instruments Inc.
- b) “the Customer” means the purchaser of any goods of Company

## 2. APPLICATION OF CONDITIONS

No order shall become binding until accepted in writing by a duly authorised representative of the Company. Unless otherwise agreed in writing these terms and conditions are the only Conditions by which the Company is prepared to provide goods or services.

These Conditions override any terms or conditions incorporated or referred to by the Customer in his order, negotiations, correspondence, or other documentation of whatsoever kind unless agreed to the contrary in writing by the Company.

No new condition or alteration, addition or qualification to these Conditions or any special Conditions attached hereto shall be incorporated in the Contract between the Company and the Customer unless expressly accepted by an authorised representative of the Company in writing.

## 3. PRICES AND PAYMENT

Unless otherwise stated all prices or charges quoted are net ex-works and do not include value added tax and /or any other kind of governmental or official taxes, fees or duties, the costs of which are to be borne by the Customer.

Terms of payment are 30 days net from date of invoice unless otherwise stated in any quotation or order acknowledgement.

The Company shall be entitled to the compound interest of 16 % per year applying on any sums overdue and unpaid by the Customer from the date when payment due to the date of receipt of moneys due including any legal costs incurred in the collection thereof.

## 4. DELIVERY

Time for delivery is given as accurately as possible and operates from date of receipt of full and final instructions to proceed but the delivery date is not guaranteed and, in this respect, time shall not be deemed to be of the essence. Failure by the Company to make delivery on the due date shall not give the Customer the right to cancel the Contract.

## 5. FORCE MAJOR

The Company shall hold no liability whatsoever for failure to deliver, perform, delay in delivering, or performing any obligations detailed in the contract due to any cause outside what is deemed to be the reasonable control of the Company. Such instances include, but are not limited to, Act of God, fire, floods, war, civil disturbance, riot, theft, acts of governments, restriction of currency, labour dispute, strike, unavailability of materials, quarantine-related travel restrictions, or failure of subcontracted organisation.

## 6. MECHANICAL WARRANTY

For a period of twelve (12) months from the date of (a) original shipment to the Customer thereof or (b) the commissioning at Customer's site, the apparatus and each part or component manufactured by DCA Instruments Oy is warranted to be free from functional defects in materials and workmanship. The foregoing warranty is subject to the condition that the apparatus, part, or component be properly operated under conditions of normal use, and that regular periodic maintenance and service be performed, or replacements made, in accordance with instructions provided by the Company. The foregoing warranty shall not apply to any apparatus, part, or component that has been repaired other than by the Company or an authorised representative of the Company, or in accordance with written instructions provided by the Company; that has been altered by anyone other than the Company; or that has been subject to improper installation or abuse, misuse, negligence, accident, or corrosion.

The Customer's sole and exclusive remedy under the above warranty is limited to, at the Company's option, repair or replacement of defective parts or components, or return to the Customer of the price of the apparatus. Any such obligation on the Customer's part is subject to the following requirements: (a) the defect must be promptly reported to the Company; (b) if so advised by the Company, the Customer must return the part or component with a statement of the observed deficiency to the address designated by the Company, during normal business hours, transportation charges prepaid; and (c) upon examination by the Company, the part or component must be found not to comply with the above warranty. Return trip transportation charges for the part or component shall be paid by the Company. In the event that the Company elects to refund the purchase price, the apparatus shall be the property of the Company and shall be promptly shipped to the Company at its expense. This mechanical warranty shall be void and the apparatus shall be deemed to be purchased as is in the event that the entire purchase price has not been paid within agreed payment terms.

There are no express or implied warranties that extend beyond the warranty hereinabove set forth. There is no warranty of merchantability or fitness for a particular purpose with respect to the apparatus or any part or component thereof, and no warranty shall be implied by law.

Items not of Company's manufacture but resold by Company are the products of other manufacturers and their warranty, if any, shall apply. There are no warranties of any kind on products of other manufacturers resold by Company, except the warranty of title, and no warranties shall be implied by

law. There is no express or implied warranty of merchantability or of fitness for a particular purpose with respect to products of other manufacturers.

## 7. PERFORMANCE WARRANTY

Company warrants that the apparatus will comply with the specifications set forth in the purchase contract. If the contract expressly provides for factory testing to verify compliance with the specifications, Customer shall be entitled to witness the testing. Upon demonstration of compliance with the specifications by factory testing, Company's liability for failure to comply with the specifications shall terminate. In the event that the contract does not describe a comprehensive test program for demonstration of compliance with the specifications, Company's test program shall be used for such purpose.

If the contract does not expressly provide for factory testing, compliance with the specifications shall be demonstrated by field-testing which shall be agreed to be conducted either by Company or Customer at Customer's expense. In such case the testing period shall be specified in the contract.

In the event that factory testing, or field testing does not demonstrate compliance with the specifications, Customer's sole and exclusive remedy under the above warranty is limited to, at Company's option, repair or replacement of defective parts or components or return to Customer of the purchase price of the apparatus. In the event that Company elects to refund the purchase price, the apparatus shall be the property of Company.

Any obligations on Company's part under this performance warranty are subject to the following requirements: (x) the nature of the failure of the apparatus to comply with the specifications must be promptly reported to Company in writing; (y) if the apparatus has been delivered and field tested, Customer must return the apparatus or any part or component to Company upon its request, not later than 30 days after the field test has been carried out, to the address designated by Company, during normal business hours, transportation charges prepaid; and (z) upon examination and testing by Company, the apparatus must be found not to comply with the specifications. Return trip transportation charges for the apparatus or any part or component shall be paid by Customer. This performance warranty shall be void and the apparatus shall be deemed to be purchased, as is in the event that entire purchase price has not been paid within the agreed payment terms.

There are no express or implied warranties that extend beyond the warranty hereinabove set forth. There is no warranty of merchantability or fitness for a particular purpose with respect to the apparatus or any part or component thereof, and no warranty shall be implied by law.

## 8. DISCLAIMER OF LIABILITY

In no event shall Company be liable for direct, indirect, special, incidental, or consequential damages arising from any source such as, but not limited to, the manufacture, use, delivery (including late delivery), or transportation of any apparatus, part, or component sold to Customer, whether such damages are caused by Company's negligence or otherwise. Without limiting the generality of the foregoing sentence, Company shall not be liable for the cost of capital; the cost of substitute apparatus, services, repairs, components, or parts; loss of profit or revenue; the cost of power, whether purchased or produced by the consumer thereof; loss of use of the apparatus or any part thereof, or of any other property owned by Customer; claims or costs of Customer's customers; injury to persons, or death; or damages to any property. In the event that any limited warranty or disclaimer of liability is found to be unlawful or inapplicable, or to have failed of its essential purpose, Company's liability shall be limited to the amount paid by Customer for the apparatus.

## 8. CONTRACT CANCELATION

If the Customer wishes to cancel the contract at any point after the purchase order (or signed contract) has been received, the Customer must provide written notification to the Company. The Company has the right to claim 100% of the costs incurred up until the point of notification. Additionally, the Customer waives the right to all incomplete components or systems that are part of the contract.