



Contegra Inc.
1286 Carriage Hills Drive
Eagan, MN 55123

Phone 651 905-0900
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TERMS AND CONDITIONS

ACCEPTANCE: All orders are subject to acceptance by an authorized employee of Contegra.

PRICES: All written quotations are firm for thirty (30) days. Verbal quotations expire within 24 hours. Published prices are not offers to sell and are subject to change without notice. All prices are f.o.b. shipping point, transportation charges prepaid and invoiced unless expressly stated otherwise in the quotation or agreed-upon in writing by Contegra. The purchaser shall be responsible for insuring the goods for shipment. All quoted prices are subject to additions which may be necessary to cover any duty, tax or charge now existing or hereafter imposed by government authorities upon equipment or services quoted by Contegra.

MINIMUM BILLING: Orders for forty dollars or less will be billed at forty dollars plus transportation charges and other applicable fees.

MODIFYING OR CONFLICTING TERMS: Acceptance of quotations is expressly conditional on Purchaser's acceptance of all Company's terms. Neither modification of, nor addition to, these terms of sale and shipment, oral or written, nor any conflicting terms or conditions incorporated in Purchaser's order, are a part of the contract unless specifically agreed to by the Company in writing and signed by an officer of the Company.

TITLE: Title to merchandise passes to the Purchaser upon Company's delivery to a carrier. Purchaser may specify shipping method.

APPLICATION: The purchaser is responsible for suitability of the media, functional adequacy, and correct installation and maintenance of the equipment.

CHANGE ORDERS: All change orders are to be documented in writing for approval and authorization to incorporate such changes into the order. All changes authorized by purchaser are binding only if accepted by Contegra and may result in price, delivery and /or condition changes. Pricing of changes shall be based on the then current prices.

ERRORS: Contegra reserves the right to correct all typographical or clerical errors or omissions which may be present in its prices, quotes or specifications.

DELIVERY SCHEDULE: Delivery information is approximate and refers to time of delivery to carrier and is made in good faith. Delivery schedules are not guaranteed and the Company will not accept any liability for any penalty or damages, liquidated or otherwise, for delayed shipments or installations.

CANCELLATION: In the event of cancellation, Purchaser shall pay to the Company promptly upon receipt of invoice from the Company: a. The full contract price for all products which shall have been completed prior to the Company's receipt of notice of cancellation or payment of restocking charges on all standard items. b. All costs actually incurred by the Company in connection with the uncompleted portion of the order. c. Cancellation charges incurred by the Company on account of its purchasing commitments made under the order.

PAYMENT TERMS: All orders must be paid in full within thirty days from shipment date. At its discretion, the Company may cancel the order or require full or partial payment in advance.

RETURNS AND REPAIRS: Before returning any products to Contegra, customer must obtain a Return Material Authorization number (RMA#) from Contegra. The RMA should then be marked on the outside of the return package and on any correspondence. Return transportation to be prepaid by customer. Please see Contegra's Warranty Statement for further information on warranty repairs. Return of items for credit is subject to Contegra's approval. Sensors which have been submersed into media cannot be returned. Standard product has a restocking charge of 20%.

CARRYING CHARGES: All overdue accounts will be subject to a periodic service charge of 1½% per month, due and payable as it accrues.

ENGINEERING SERVICES: Contegra provides application assistance as a service to our customers. These services are normally furnished without cost. Every effort is made to avoid error in engineering assistance of this type, however when errors do occur Contegra cannot assume financial responsibility for such errors, nor for any consequential expenses that may be incurred by such errors.

WARRANTY: Please see Contegra's Warranty statement for further information.

GOVERNING LAW: These terms and conditions shall be governed by and construed in accordance with the laws of the State of Minnesota.

LIABILITY: Contegra's liability, whether in contract or in tort, arising out of warranties or representations, instructions or defects from any cause, shall be limited exclusively to repair or replacement of defective parts under the aforesaid conditions, and in no event shall the Company be liable for consequential or indirect damages.

PRODUCT SUPPORT: Standard products: Contegra's policy is to maintain functionally interchangeable replacement parts for at least xxx years from the date of original sale.

This may change w/o notice and Contegra shall not be responsible for any loss or damage due to lack of interchangeable replacement parts.