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STANDARD TERMS AND CONDITIONS OF SALE
Revised 5/14/2010

Wherever the terms and conditions of your said order are in conflict with our standard terms and conditions of sale, our said standard terms and conditions will prevail and your placement of an order with us will serve as acknowledgement of this. Any modification to these terms and conditions must be explicitly accepted in writing by Ion Beam Milling prior to placement of order.

1. **ORDER ACCEPTANCE.** A hard copy PO must be received by FAX or mail prior to acceptance of order.
2. **PAYMENT TERMS.** All sales are Net 30 Days, FOB Manchester. **A finance charge computed by a periodic rate of 1 ½% per month, (18% per year), will accrue on all balances which remain unpaid beyond the payment due date indicated by the payment terms.**
3. **UNSPECIFIED PROVISIONS.** Quality codes, provisions, conditions or testing not specifically called out in this quotation are NOT applicable to any order placed against this quotation. For any testing or quality provisions NOT included in this quote, please contact the factory for price and delivery as well as delivery impact on order.
4. **PRICES.** Any prices quoted by Ion Beam Milling are based on its standard product as detailed in its brochures or based upon a customer-supplied design. If the Buyer submits specifications which are a variance with the standard product, such specifications are subject to review. Unless otherwise specified, all prices are net 30 days without any discount, F.O.B. Ion Beam Milling, Manchester, NH and said prices do not include any federal, state, or local taxes (including, without limitation, sales use, excise, and similar taxes). Wherever applicable, such taxes shall be for the account of Buyer, and may be added to the invoice to be paid by Buyer.
5. **CHANGES:** Ion Beam Milling is not obligated to perform any additional work not specifically covered herein without compensation in addition to that shown in this quotation. The prices given are valid only for the purpose of this quotation or acknowledgment and shall not be binding upon Ion Beam Milling as the basis for subsequent pricing for like devices. Changes in the construction or part drawing or specification may cause a change in the price quoted herein.
6. **PARTIAL BILLING:** Ion Beam Milling reserves the right to make partial shipments for work completed to such date. Where installment shipments are made, each such shipment shall be separately invoiced on the date of shipment, and invoices will become due accordingly.
7. **EXCUSABLE DELAYS:** Ion Beam Milling shall not be liable for late delivery or non-delivery owing to strikes, fires, lockouts, breakdowns, transportation delays, accidents, production difficulties, unforeseen engineering problems, government restrictions, regulations or priorities, acts of God, or any other causes beyond control of Ion Beam Milling.
8. **TRANSPORTATION:** The Buyer shall be responsible for the actual cost and manner of transportation of Buyer's property to and from the plant of Ion Beam Milling.
9. **PATENT RIGHTS:** Ion Beam Milling makes no warranty against Patent infringement. The Buyer assumes and will bear the expense of and will hold and save Ion Beam Milling harmless against any suit, claim or damage arising from or out of any claimed patent or trademark liability for goods manufactured in compliance with Buyers design or specifications, or goods specifically designed by Ion Beam Milling to meet Buyers requirements, which goods differ from the standard items set forth in the brochure and/or catalogues of Ion Beam Milling. This paragraph shall be construed to include contributory infringements due to further processing by the buyer.
10. **SHIPPING SCHEDULES:** Where Buyer's shipping schedules as specified involve less than \$300 of billing value, Ion Beam Milling reserves the right to ship in lots of no less than \$300 of billing value regardless of the Buyer's specified shipping schedule.
11. **CANCELLATION:** The Buyer may cancel its order upon written notice to Ion Beam Milling and upon payment of cancellation charges, which shall take into account, among other things expenses already incurred and commitments already made by Ion Beam Milling. Orders placed on hold by the Buyer for a period of (3) weeks

shall be viewed as cancelled (and subject to applicable cancellation charges), unless a mutually acceptable schedule is received by Ion Beam Milling prior to the conclusion of the (3) week period.

12. **TEST PROGRAMS:** Ion Beam Milling requires at least (2) week's written notification should a Buyer desire to witness test programs, even if the order states that tests shall be witnessed. Such test programs defined as either acceptance or qualification programs may be performed in whole or in part by either Ion Beam Milling or by an independent testing laboratory. A written request from the Buyer is therefore required.
13. **GOVERNMENT SOURCE INSPECTION:** Should the Buyer require Government Source Inspection, it is necessary that the Buyer supply the information specifically stated on his purchase order. A letter of prime contract number noted therein at least seven days prior to the program being initiated is required. Such notification is the requirement of the Department of Defense, and must be furnished to Ion Beam Milling for transmittal to the appropriate inspector, who is a qualified DCASD inspector. Government inspection cannot be provided unless the Buyer complies with these requirements.
14. **TOOLING AND/OR ENGINEERING CHARGES:** When tooling and or engineering charges are included in the invoice, such billing or payment thereof shall not imply ownership of the tools by the Buyer. The tools shall always remain the property of Ion Beam Milling.
15. **DATES OF SHIPMENT:** On sales acknowledgements and quotes, dates of shipment are estimated and are not guaranteed.
16. **WARRANTIES:** Products manufactured by Ion Beam Milling are warranted to be free from defects in workmanship and material for a period of 90 days from date of shipment, and products which are defective in workmanship or material will be repaired or replaced, at the option of Ion Beam Milling, at no charge to the Buyer. Final determination as to whether a product is actually defective rests with Ion Beam Milling. The obligation of Ion Beam Milling hereunder shall be limited solely to repair and replacement of products that fall within the foregoing limitations, and shall be conditioned upon receipt by Ion Beam Milling of written notice of any alleged defects or deficiency within 30 days of receipt of shipment. No products shall be returned to Ion Beam Milling without its prior written consent. This warranty does not apply to experimental or developmental products.
17. **MISCELLANEOUS:** This agreement and the terms and conditions appearing herein constitute the entire agreement and supersede all prior agreements of the parties and shall be governed by the laws of New Hampshire. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods. Both parties accept venue in New Hampshire and both parties hereby submit to the jurisdiction of courts sitting there. The invalidity of any provision of this Agreement shall not affect the validity of any other provision and the remaining provisions and terms shall be deemed valid and enforceable to the extent possible. Any delay by Ion Beam Milling in the exercise of any rights or remedy shall not be deemed to constitute a waiver of any rights or remedies. This agreement shall not be abridged or modified, and no portion of, or provision therein, shall be deleted without prior, express, written approval of Ion Beam Milling. Also, this sale and the shipments pursuant thereto shall be subject solely to the forgoing terms and conditions, and no other terms and conditions, whether set forth in the Buyer's purchase order or otherwise, shall be binding upon Ion Beam Milling unless explicitly accepted in writing by it. **Under no circumstances regardless of any language to the contrary in the Buyer's order will Ion Beam Milling's mere acceptance of an order constitute acceptance by Ion Beam Milling of any changes to these terms and conditions.**