



## Terms & Condition of Sale

### GENERAL

All orders are subject to acceptance by JEM Technical. Orders are not valid until JEM performs a price verification and will accept the order with a return acknowledgement. Any additional terms or conditions outside this document that conflict with or contradict this agreement shall not be binding on either party. Any modifications to the following terms and condition of sales must be presented to and accepted by JEM in writing.

### PRICES

Prices stated herein or on a Purchaser's order may be increased by Seller upon delivery based on an increase in material costs, costs of production, surcharges, tariffs, or relevant exchange rates.

### BLANKET ORDER POLICY

Blanket orders will be accepted under the following:

- Initial order must be placed for quantity consumed within the blanket period.
- The blanket period, release dates, and quantities must be determined prior to acceptance.
- Releases set within an 8-week window are considered firm ship dates. Releases set within a 16-week window are NON-CANCELABLE without prior approval.
- Releases requested for cancellation set outside of the 16-week window are subject to our Cancellation Policy.
- Back charges may be applied to quantity used in the blanket period if the customer does not take the quantity originally ordered/agreed upon.

### CANCELLATION POLICY

- Cancellation of an order in part or in its entirety may be subject to a cancellation charge.
- Cancellation charges are to be applied when the products of the order are solely used by the customer requesting cancellation.

### RESTOCKING POLICY

JEM Technical reserves the right to deem product sold returnable. Upon approval, the following guidelines apply:

- 5% of last (12) months total purchases may be returned with a 25% restocking fee or a 100% offsetting order.
- No returns (12) months from date of purchase.
- Must be in the original package and in resalable condition. Must not have been used.
- No stock returns accepted in the months of November and December.

### RGAs POLICY

Contact JEM Technical for authorization to return product. Customer is responsible for the following

- Packaging and shipping to prevent damage during shipping and handling.
- Minimizing the tampering of the product to be returned.
- All shipping and handling fees.
- Product to be free of contamination.
- All shipping paperwork and exterior packaging must be clearly marked with the RGA number to avoid unnecessary delays.
- Debit memos issued to JEM Technical must reference the RGA number.
- Customer will be notified of any shipping damage prior to the starting of evaluation.

For non-warranty product:

- Customer is subject to a restock fee as defined in JEM Technical's Restock Policy.
- Customer is subject to a minimum \$90 (1 hour) for evaluation and/or repair.
- Unless otherwise specified by customer, JEM's Standard policy on product that has been repaired/replaced shall be to credit and re-invoice customer.
- JEM Technical will repair product to the revision as received.

### EXPEDITE POLICY

As situations arise, JEM Technical may need to enforce the expedite policy and introduce fees for expedited requests. These fees will be communicated. If the expedited date determined by JEM Technical is not met, the fees may be waived.

### PACKAGING

Unless otherwise specified, prices quoted include standard packaging. If special packaging is required, special packaging will be quoted and charged as a separate line item.

### EXPORT ORDERS

Export orders may be subject to additional charges for fees related to customs/export/clearing fees, wire transfer fees, taxes, etc.

### PAYMENT TERMS

Unless otherwise agreed in writing, terms of payment are net 30 days from the date the invoice was dated, goods are delivered or services provided, whichever is earliest, if buyers credit has been approved prior to sale.

### DELIVERY

Unless otherwise noted, all sales are made FOB point of shipment and, in all cases, title shall pass upon delivery to the carrier at point of shipment. Thereafter, all risk of loss or damage shall be upon the buyer. Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates.

### TAXES

All applicable federal, state, or local sales, use or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the order acknowledgement unless otherwise specifically stated. JEM shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.

### GOVERNING LAW AND JURISDICTION

The internal laws of the State of Minnesota shall govern this agreement.

### FORCE MAJEURE

Neither Party shall be held responsible for any delay in performance hereunder arising out of causes beyond that Party's control and without that Party's fault or negligence. Such causes may include, by way of example and limitation, force majeure, fire, strikes, embargoes, governmental requirements or actions of civil or military authorities, acts of nature or of the public enemy, or other causes beyond their reasonable control.

### INDEMNIFICATION

Purchaser agrees to defend, indemnify and hold harmless the Seller and its officers, agents and employees, against all claims, losses, expense and causes of action of every kind, made or asserted by any third party arising of, or in connection with this agreement. Purchaser agrees to indemnify Seller for all costs incurred by Seller, including legal fees and court costs, as a result of any claim brought against Seller arising from Purchaser's conduct, including, but not limited to purchaser's misuse of the product or, for any customer designed product, design decisions or product choices made by the purchaser.

### QUALITY POLICY

JEM Technical is dedicated to providing products and services that fully meet or exceed customers' expectations. We are committed to continuous improvement of product and processes to assure performance, consistency, safety and value to the customer.

### LIMITATION OF LIABILITY

No claims made hereunder by the Purchaser, whether as to goods delivered or for non-delivery shall be greater than the purchase price of the goods in respect of which such claim is made and JEM Technical shall under no circumstances be liable for consequential damages.

### PURCHASER RESPONSIBILITY STATEMENT

The purchaser through its own analysis and testing, is solely responsible for making the final selection of the system and components and assuring that all performance, endurance, maintenance, safety and warning requirements of the application are met. The purchaser must analyze all aspects of the application, follow applicable industry standards and follow the information provided in product bulletins, drawings or other materials provided by JEM Technical. It remains the responsibility of the purchaser or machine manufacturer to ensure overall system or machine functionality and safety.

### WARRANTY

JEM Technical warrants that the goods sold by JEM to the original purchaser shall be free from defects in workmanship and materials to the same extent as the warranty provided by the manufacturer to JEM for the goods sold. For goods assembled by JEM but including parts and/or components manufactured by another company, this warranty is applied to the same extent as the warranty provided to JEM by the part or component manufacturer. In the event the goods contain two or more such parts or components, the warranty which expires first on the parts or components shall apply to the goods sold by JEM. If the goods sold by JEM are manufactured by JEM and do not contain any parts or components manufactured by another company, under no circumstances shall the duration of this warranty extend beyond 12 months from date of shipment. Any repair or replacement covered by this warranty shall not extend the warranty beyond the initial 12 months. JEM's obligation under this warranty shall be limited to replacing or repairing at JEM's plant, the goods which JEM determines to be defective under normal use and service, and within the warranty period. This warranty shall not apply to goods which have been improperly maintained or shelf-preserved, subject to contamination, negligent handling or use, improper installation (unless installed by JEM), ordinary wear and tear, tampering, and unauthorized disassembly. Items quoted or purchased shall not be subject to any other specifications, which are not stated on the face of the quotation, design, or in the manufactures catalog. The purchaser is solely responsible for determining the suitability and application of the goods. JEM is not liable for any loss of profits, or any contingent, consequential or special damages. Furthermore, JEM is not responsible for the cost of removing the goods from service, damages due to removal, or any costs incurred in the shipping of goods to and from the place of manufacture, or incurred in the installation of the repaired or replaced goods. The customer shall notify JEM Technical immediately upon receipt of damaged goods. EXCEPT AS HEREIN PROVIDED, JEM SHALL NOT BE LIABLE FOR ANY DAMAGES OR FOR THE BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, WHETHER MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR OTHERWISE, OR FOR ANY OBLIGATION OR LIABILITY ON ACCOUNT OF THE GOODS COVERED BY THIS WARRANTY. Products believed to be defective must be returned, at purchaser's costs, to JEM for exchange or repair. To obtain warranty service, the purchaser must immediately notify JEM of any defects within the warranty period.