



## CBT Technology

### Standard Terms and Conditions

**Acceptance** - No order shall be binding upon CBT Technology until accepted and acknowledged in writing by CBT Technology. Any contract for sale of goods, and these Conditions of Sale, shall be governed by and construed according to the Uniform Commercial Code as adopted in the State of Massachusetts.

**Delivery** - The estimated shipping date is based on production times required to process the order commencing with the date the order is accepted by CBT Technology. In the event it is necessary to revise the design, specifications, or Conditions of Sale, the shipping date shall be extended by the period of time required to achieve the mutually agreed upon corrections or adjustments of the design, specifications, or Conditions of Sale.

**Delays in Delivery** - Purchaser shall not hold CBT Technology responsible for any delay or for any damages suffered by the Purchaser by reason of any delay due to fires, strikes, riots, acts of God, priorities, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain necessary labor, or other causes beyond the control of CBT Technology. In the event of such delay, the shipping date shall be extended for a period equal to the time lost by reason of such delay.

**Damage or Loss in Transit** - Delivery of goods to a carrier at CBT Technology's plant or other shipping point shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to Purchaser at that time. Purchaser shall make claims for loss or damage to goods while in transit against the carrier; CBT Technology will assist Purchaser in securing satisfactory adjustment of such claims. Terms are CBT Technology EX WORKS.

**Warranties** - For all products listed herein, CBT Technology warrants goods manufactured by it to be free from defects in materials and workmanship for a period of (1) year from date of shipment from its plant. If within such period any goods shall be proven to CBT Technology's satisfaction to be defective, then and in that event such goods shall be repaired or replaced at CBT Technology's option. Such corrections or replacement of defective goods shall constitute a fulfillment of all liabilities in respect to such goods. Under no circumstances will credit be allowed for unauthorized rework on any materials. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CBT Technology shall not be liable for damages to goods, property, or persons due to improper installation, or through attempts to utilize the goods under conditions that exceed the designed capabilities.

**Payment Terms** - Net 30, past due thereafter. Standard payment terms are in U.S. Funds. Thereafter interest shall accrue on unpaid amounts at the rate of 1.5% per month.





**Minimum Order** – Minimum order size for CBT Technology (North American divisions) is defined by the table below.

**Minimum Order Requirements:**

Order Medium	Minimum Order Value
Customer Purchase Order	\$500
Credit Card Order	\$250
Direct Web Store (via Credit Card)	\$100

**Quotations and Prices** - Orders will be billed at price in effect at time of order, unless otherwise specified in quotation. All orders require a valid customer PO number, and orders of \$250 or more require written confirmation prior to acceptance. Quotations are valid for 90 days, or the period specified on the quotation and represent no obligation until the purchase order is acknowledged and accepted. The price and performance of this order is subject to resource availability and costs within the control of CBT Technology at the time of manufacture. CBT Technology reserves the right to cancel or adjust prices and delivery.

**Blanket Orders** – Blanket orders may be scheduled over a period not to exceed 6 months unless specifically denoted for a longer period. No reschedules on releases within 2 weeks of date of shipment unless approved by CBT Technology; In the event of a reschedule – the new shipment date must be within 30 days of the original ship date – and may not exceed the original 6 month window without prior authorization from CBT Technology. In the event of cancellation, reschedule, or customer initiated change to the product, fees may apply. Fees may include – but are not limited to - bill back, WIP charges, engineering changes, and/or handling charges.

**Rescheduled orders** – No reschedules on releases within 2 weeks of date of shipment unless approved by CBT Technology; In the event of a reschedule – the new shipment date must be within 30 days of the original ship date. A shipment may be rescheduled only one time. Rescheduled deliveries forfeit cancellation options.

**Freight Terms** - FOB CBT Technology EX WORKS. All shipments will be collect or by third party billing. In addition, any additional shipping charges incurred through the use of specialized equipment (lift gates, soft-tops, etc.) shall be paid by the Purchaser.

**Export Packing** - Where the customer requires export packing, the Purchaser will be charged for extra costs incurred beyond CBT Technology’s standard packing.

**Catalog Weights and Dimensions** - Catalog weights and dimensions are estimates, however, are not guaranteed.

**Cancellation** – CBT Technology will not accept returns on custom/modified goods as these orders are entered into on a non-cancellable, non-returnable (“NCNR”) basis. In the case of





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standard catalog products (not modified or custom), CBT Technology will not cancel orders of extraordinary quantities of goods or in amounts in excess of its normal inventory capacity. For accepted returns of standard catalog products, a 15% restocking charge will apply. Requests for cancellation must be submitted to CBT Technology with at least 30 days notice prior to scheduled ship date.

Discounts provided to the Purchaser based on quantity commitments are subject to rescission and retroactive billing should actual quantities purchased be less than committed. Price adjustments will be based upon CBT Technology quotation or CBT Technology price list.

**Returned Goods** - Authorization (RMA) and shipping instructions for the return of any goods must first be obtained by the customer or Purchasing Distributor from CBT Technology, otherwise shipment will be refused. Only unused standard products and/or goods of current design in original carton, purchased from CBT Technology and listed in the current CBT Technology catalog, will be considered for return. If goods are in salable condition to other customers, a 15% restocking charge will be deducted from our Credit Memorandum on the returned goods. Transportation charges on the returned goods must be prepaid (or deducted from our credit memorandum if sent collect on a CBT Technology preferred carrier). Any cost in excess of the 15% restocking charge incurred in placing the goods in salable condition will be charged to the Purchaser by a corresponding deduction from the allowed credit. Goods returned for credit must be carefully packed so as to reach CBT Technology without damage. Any items retained for 30 days or more after invoice cannot be returned for credit. Custom or Modified products cannot be returned for credit. If the return of our goods is made necessary through some fault of CBT Technology, full credit will be allowed. Return transportation expense from Purchaser to CBT Technology will be credited, provided the return (RMA) has been authorized by CBT Technology and is in accordance with the shipping instructions.

**Taxes and Other Charges** - Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee, or charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between CBT Technology and Purchaser, shall be paid by Purchaser in addition to the prices quoted or invoiced.

**Compliance with Laws** - Purchaser acknowledges that the products and the purchase of products are subject to the customs, import and export control laws and regulations of the United States, and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. Purchaser agrees to comply with all applicable laws and regulations now or hereafter in effect, including, but not limited to, the U.S. Export Administration Act and Foreign Corrupt Practices Act.





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**Consequential Damages** - NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, CBT TECHNOLOGY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT, OR INCIDENTAL DAMAGES WHATSOEVER.

**Penalty Clause** - No penalty clause of any description, in any specification or order, will be effective unless approved in writing over the signature of an officer of CBT Technology.

**Errors** - All clerical errors are subject to correction.

**Tools** - Tools made for the manufacture of customer-specified products remain the property of CBT Technology notwithstanding the Purchaser may have been debited with all or part of the cost.

**Engineering & Design Changes** - CBT Technology reserves the right to make design and engineering changes to standard products without prior notification due to ongoing product design enhancement initiatives.

**Test and Inspection** - Unless otherwise agreed to in writing, all special tests and inspections required by the Purchaser shall be carried out at CBT Technology's facilities at the expense of the Purchaser.

**Conflicting Terms** - If the terms & conditions contained herein conflict or are inconsistent with any terms and conditions contained, incorporated or referred to in any document of the Purchaser, these conditions shall prevail, unless otherwise agreed to in writing by CBT Technology.

**EFFECTIVITY:** January 3, 2012

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