

PicoQuant Photonics North America, Inc.

Terms & Conditions

1. **GENERAL:** All Quotations, Products and Services provided by PQPI are furnished only on the Terms and Conditions stated herein. All orders for PQPI's Products, if set forth on any forms apart from an unqualified acceptance of PQPI's quotation form, are subject to written acceptance at PQPI's head office. Any Quotations furnished by PQPI shall expire 30 days following the date set forth on the specific Quotation form, and may be revoked, amended or otherwise revised by PQPI by written notice prior to acceptance by PQPI.
2. **PRICES:** Unless otherwise indicated, quoted prices are applicable only to North America sales; in Prices are exclusive of all sales and/or excise tax. PQPI does not collect taxes on products. Unless indicated differently on the quotation, prices for Products are quoted F.O.B. Destination. All tariffs, import and export duties, and similar imposts and taxes on the Products, whether now existing or hereafter imposed or modified and all manufacturers' taxes, use taxes, sales taxes, or duties of any nature whatsoever which may be assessed against an order, shall be added to the price shown on the order and shall be paid by Buyer; in the event PQPI is required to pay any such tax or duty, the Buyer shall reimburse PQPI therefore on demand or, in lieu of such payment, shall provide PQPI at the time the order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities.
3. **CONDITIONS OF SALE:** The signed purchase order will be considered a binding purchase agreement between both parties. Quotation form shall constitute a signed purchase order.
4. **PAYMENT:** Net 30 days from the date of invoice for orders up to \$200K and we require a 50% deposit for orders above \$200K and balance due net 30 days after receipt of the goods. Late payments will be charged 1%/ per month when late.
5. **DELIVERY AND SHIPMENT:** Delivery for Products will be by a common carrier of PQPI's selection unless otherwise noted in writing. Partial shipments are permissible. In the absence of specific shipping instructions, PQPI will ship by the method it deems most advantageous.
6. **PERFORMANCE:** Dates indicated for delivery or other performance represent PQPI's best estimate. PQPI shall not be liable for any loss, damages or penalties or in any other way because of any other delay in performance or failure to give notice of any delay due to unforeseen circumstances or to causes beyond its control. For delays resulting from any such causes, performance shall be correspondingly extended.
7. **SECURITY INTEREST:** PQPI still has a direct financial interest of ownership of the equipment until fully paid.
8. **REMEDIES:** Upon any default by Buyer of any obligation under this agreement, PQPI may declare all such obligations immediately due and payable, and avail itself in addition to any other remedies or all of the remedies of a secured party under the Uniform Commercial Code or other applicable law.
9. **WARRANTY:** PQPI warrants each Product manufactured by it to be free from defects in material and workmanship for one (1) years from the date of delivery, unless indicated differently. Laser components such as optics, crystals and are warranted for a period of **120 days**, from such date. Parts replaced or repaired under this warranty are warranted only for the remaining unexposed portion of the original warranty period applicable to the Product in which they are installed. Any Products purchased from PQPI which become defective during the warranty period will be replaced or repaired by PQPI at the Buyer's site or at PQPI's office in Massachusetts, or any of PQPI's principal's site that being the **EXCLUSIVE REMEDY** under this warranty. Buyer shall promptly notify PQPI of any claim, and PQPI shall have the option to inspect and test each item claimed to be defective at Buyer's site or request the Product to be shipped to PQPI's site or designated facility. Buyer shall bear all freight charges within the United States for the return of any Products for warranty repair or replacement; return freight charges will be borne by PQPI. This warranty does not extend to any Products that PQPI determines were misused or neglected in use, storage or handling; or that were modified or serviced without PQPI's authorization or which have had their original identification markings removed, altered or defaced. **PQPI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH IN THE ABOVE WARRANTY. IN NO EVENT WILL PQPI BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT.**
10. **RETURNS:** In no case may Products be returned without PQPI's written permission, which it may grant or deny in its sole discretion. Credit returns must be in like-new condition and within thirty (30) days of the delivery. Returns when applicable are subject to a minimum 25% restocking charge and up to 100% for OEM and custom manufactured items. Generally, returns will be allowed, if at all, only due to a stocking or ordering error by Buyer.
11. **PO Cancellation:** Most of the products offered by PQPI are made to order and therefore PQPI will not accept a PO cancellation **10 days** after the issuance of the PO.
12. **MISCELLANEOUS:** Buyer shall be responsible for obtaining all permits and for meeting all other requirements of any kind whatsoever relating to state and local codes, regulations and ordinances. The Terms and Conditions as set forth herein and the PO shall constitute the entire Agreement between Buyer and PQPI with respect to the Products ordered. If any part of these Terms and Conditions stated herein are held void or unenforceable. In case of dispute of this agreement the jurisdiction is Springfield, MA.

All orders are to be forwarded to danielle.mccauley@picoquant-usa.com

Although we prefer payment to be made by check and mailed to the address below we also accept ACH payments and credit card payments **with a 5% processing fee.**

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