**TERMS OF SALE AND SHIPMENT**

1. **ORDERS**: All orders are subject to acceptance or rejection by Zytron Control Products, Inc. here after called Zytron. No order will be deemed accepted unless and until such acceptance is made in writing by Zytron. Cancellations, changes, suspensions or returns against said accepted orders can be made only with the expressed permission of Zytron or its authorized representative and only on terms which compensate Zytron for all costs applicable to the cancellation, change, suspension, or return.
2. **PRICES AND SPECIFICATIONS:** Prices, quotations, specifications, and other terms and statements appearing in Zytron literature and advertisements, and otherwise made by Zytron, are subject to change without notice. The weights and dimensions shown in the sales literature are not guaranteed. Quotations are in accordance with our interpretation of specifications and drawings. The prices quoted are based upon the manufacture of the quantity and types originally specified and are subject to revision when interruptions or engineering changes are caused or requested by the customer. We are not responsible for typographical errors made in any of our publications or for stenographic, clerical or other errors made in preparation of quotations or specifications. All such errors are subject to correction. All prices are based on the quantity and delivery shown on the quotation.
3. **PAYMENT TERMS**: Unless otherwise stated on the order acknowledgement, terms of payment are net 30 days from the date of the invoice, FOB Trenton, NJ USA. Overdue accounts will be considered grounds for the nonacceptance of order or the rescheduling or cancellation of any or all accepted orders and the suspension of credit.
4. **TAXES:** Prices are exclusive of sales, use occupation, or other taxes which may be imposed on this transaction. All taxes, customs, duties, tariffs, and export expenses shall be paid by the customer. If the customer claims exemption from any of these taxes, the customer shall furnish satisfactory proof of exemption.
5. **FORCE MAJEURE:** Zytron shall not be liable for delays occasioned by fires, strikes, accidents, or other causes beyond reasonable control. We will make every reasonable effort to maintain quoted deliveries, but due to many factors beyond our reasonable control, delivery schedules are not guaranteed. We assume no liability for loss, penalties, damage, or consequential damages due to delayed shipments.
6. **SHIPMENTS:** All shipments are FOB Trenton, NJ USA. Customary boxing and packing for domestic shipments are included in the quoted price. Bulk packing is used at our discretion. Individually boxing or other special packaging requirements must be specifically requested and may incur additional charges. Unless otherwise specified, Zytron will normally use, best, least expensive surface transportation. Reasonable care is exercised in packing our products for shipment and Zytron assumes no responsibility for delay, breakage, or damage after having made delivery in good order to the carrier. All claims for breakage and damages should be made to the carrier.
7. **TITLE OF MERCHANDISE:** Title to merchandise passes to the consignee upon our delivery thereof to the carrier at shipping point FOB Trenton, NJ, USA.
8. **WARRANTY:** Zytron products are warrantied against defective material and workmanship for a period of three years from the date of shipment. This warranty is limited to the repair or replacement of Zytron products at our factory. Under no circumstances does Zytron’s responsibility extend to apparatus other than of its own manufacture. All Zytron products are factory calibrated and adjusted. Unauthorized tampering other than remote pot or trimmer pot adjustments intended for user adjustment voids this warranty. This warranty applies only to products purchased from the Zytron factory or from an authorized Zytron distributor. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER IS GIVEN BY ZYTRON IN CONNECTION HEREWITH THE SELECTION, APPLICATION, SUITABILITY FOR CORROSION RESISTANCE FOR USE FOR ANY PURPOSE, ARE CUSTOMER’S SOLE RESPONSIBILITY. UNDER NO CIRCUMSTANCES SHALL ZYTRON ASSUME ANY CONTINGENT LIABILITIES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR ANY OTHER DIRECT OR INDIRECT COSTS, EXPENSES, LOSSES OR DAMAGES ARISING OUT OF DEFECTS IN OR FAILURE OF THE PRODUCT OR ANY PART THEREOF.