MICRON INSTRUMENTS
COMPLETE TERMS AND CONDITIONS

Site Access Terms and Conditions

All access to and use of this Web Site is governed by these terms. Entering into this Web Site indicates that you have reviewed the Web Site Access Terms and have agreed to be bound by these terms.

TERMS OF SALE

The Terms of Sale contain Micron Instruments conditions of sale. Placement of an order shall be deemed acceptance of the Terms of Sale. Please review these additional terms as they apply to your business location:

- U.S.A. Terms of Sale
- Canada Terms of Sale
- International Inquiries

INFORMATION ACCURACY

All information provided on this Web Site is subject to change without notice. While efforts have been made to make this Web Site helpful and accurate, due to the open nature of this Web Site, and the potential for errors in the storage and transmission of digital information, Micron Instruments does not warrant the accuracy of information obtained for this Web Site.

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Access to this Web Site is limited to viewing the linked Web pages solely for legitimate business purposes to access the information provided by Micron Instruments at this Web Site. Any access or attempt to access other areas of the Micron Instruments computer system or other information contained on the system for any purposes is strictly prohibited. You may not use any information contained on this Web Site other than in connection with a legitimate business purpose.

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This site may be linked to other sites which are not maintained by Micron Instruments. Micron Instruments is not responsible for the content of those sites. The inclusions of any link to such sites does not imply endorsement, sponsorship or recommendation by Micron Instruments of the sites.
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Site Access Terms - U.S.A.

Micron Instruments GUARANTEE

All purchases are guaranteed. If you are not satisfied with your purchase for any reason, Please call our Customer Services Department for your Return Authorization Number before returning items: 805-522-4676. Fill out the return form enclosed with your order and send it back to us with the unwanted item(s). Please prepay shipping; we do not accept CODs. Custom orders are not returnable, unless the mistake is our error.

Upon Receipt of the returned items Micron Instruments will determine if you are entitled to a full credit, equal exchange, or your money back.

SALES POLICY: Identification is required from all Purchasers. Possession of our catalog does not constitute the right to purchase from Micron Instruments.

ANY AND ALL PRICES herein are subject to change without notice.

QUOTATIONS: Prices on large quantities or items not found in our catalog are available on request. Contact a Micron Instruments Customer Service Representative for assistance.

SALES TAX: Micron Instruments is required to charge state and local tax on items sold to for which sales tax exemption certification has not been provided. When ordering, please indicate clearly which items are tax exempt.

PAYMENT TERMS: For purchasers with established credit, terms are net 30 days from date of invoice. If credit is not established, please include payment with order or purchase through Visa, MasterCard or American Express. Cash or anticipation discounts are not allowed. All payments must be in U.S. dollars.

CREDIT BALANCE: Customer agrees that any credit balances issued will be applied within one (1) year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND Micron Instruments SHALL HAVE NO FURTHER LIABILITY.

FREIGHT POLICY: FREIGHT IS PREPAID AND ADDED TO CUSTOMER'S INVOICE ON ALL ORDERS, unless otherwise stated, to customers place of business anywhere in the contiguous United States, using routing of our choice. Any extra charge incurred for additional services, such as customer's carrier or special handling at the destination, must be paid by customer. If any item is backordered on an order qualifying for freight prepayment, that item will be shipped prepaid. Title and risk of loss pass to customer on delivery to the common carrier.

CLAIMS: If product was damaged in transit, please note the damage on the delivery receipt and obtain an inspection report from the truck line immediately. Then, contact Micron Instruments at 805-522-4676.

SHIPPING HAZARDOUS PRODUCTS: Products considered hazardous for shipping will require special packaging, handling, and additional shipping charges. For specific details and charges, call 805-522-4676.
OSHA HAZARDOUS SUBSTANCE PRODUCT INFORMATION: For your convenience, Material Safety Data Sheets (MSDS) are enclosed with all orders that require an MSDS under the Hazard Communication Standard (1910.1200). If you would like a Material Safety Data Sheet before you order, you can request one by calling our Technical Support Center at 805-522-4676.

The information and recommendations Micron Instruments, however, makes no warranty with respect to the accuracy or reliability of the information or the suitability of the recommendations. Micron Instruments disclaims any and all liability to any user thereof.

WARRANTY DISCLAIMER

EXCEPT AS DESCRIBED IN OUR GUARANTEE, THERE ARE NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MICRON INSTRUMENTS SHALL NOT BE SUBJECT TO AND DISCLAIMS:

(1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY,

(2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY MICRON INSTRUMENTS, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND

(3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.

MICRON INSTRUMENTS' LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID.

LOCAL SAFETY STANDARDS AND REGULATIONS

Products sold by Micron Instruments are designed to meet stated U.S. Safety standards and regulations. Because local safety standards and regulations vary significantly, Micron Instruments cannot guarantee that our products meet all applicable requirements in each locality. The purchaser assumes responsibility for compliance with such safety standards and regulations in those localities in which the products will be shipped, sold and used. Before purchase and use of a product, please review the product application, and national and local codes and regulations, and be sure that the product, installation, and use will comply with them.

MANUFACTURERS' WARRANTIES & SALES LITERATURE

Most of the products supplied to Micron Instruments are warranted to the final consumer by their manufacturer; copies of such warranties are supplied with the product or are available from the manufacturer. As a service, Micron Instruments will obtain copies of consumer warranties from the warrantor and will furnish them free of charge to customers who request them. Address requests to Customer Service.

Requests must include Micron Instruments order number and the manufacturer's model number of each product for which a copy of the warranty is requested. Micron Instruments may also furnish sales brochures and other literature of the manufacturer. Micron Instruments assumes no responsibility for the content of such warranties or sales literature by performing this service.

TRADEMARKS AND COPYRIGHTS

Purchaser acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and Purchaser covenants that it will take no action to register or otherwise interfere with such rights.
GOVERNING LAW; LIMITATIONS

These terms and conditions shall be construed, interpreted and performed exclusively according to the laws, excluding conflict of law rules, of the State of California, United States of America. Any legal action with respect to any transaction must be commenced within one year after the cause of action has arisen. The provisions of the Uniform Commercial Code as adopted by the State of California, and not the United Nations Convention on Contracts for the International Sale of Goods, shall apply.

DISPUTE RESOLUTION

Actions by Micron Instruments for nonpayment by the Purchaser of the purchase price of products sold by Micron Instruments or for redress of other breaches by the Purchaser of the Terms and Conditions of Sale, may be brought by Micron Instruments, at its option, before any judicial court of competent jurisdiction. At Micron Instrument's option, disputes between the Purchaser and Micron Instruments, including all claims for non-performance by Micron Instruments, shall be finally settled by arbitration in Simi Valley California, USA, under the Rules of the American Arbitration Association, which Rules with respect to matters not regulated by them shall incorporate the UNCITRAL arbitration rules by one or more arbitrators appointed in accordance with said Rules applying these Terms and Conditions and consistent provisions of the internal laws (except conflict of law rules) of the State of California, USA.

FORCE MAJEURE

Micron Instruments shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war risks, shortages, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, or any other circumstances or causes beyond the control of Micron Instruments in the conduct of its business.

SECURITY INTEREST

On any sales on open account, the Purchaser hereby grants to Micron Instruments a priority lien, purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to Micron Instruments. Purchaser agrees to file any financing statements or other appropriate document with its governmental authorities to assure the validity, priority, and enforceability of the lien. Purchaser agrees to inform Micron Instruments immediately if it intends to use any import financing or has or will be granting a lien or security interest on its inventory to any third party.

ASSIGNMENT

Buyer shall not assign any order or any interest therein without the written consent of Micron Instruments. Any actual or attempted assignment without Micron Instrument's prior written consent shall entitle Micron Instruments to cancel such order upon notice to Purchaser without liability to Micron Instruments.

MODIFICATION OF TERMS

Micron Instrument's acceptance of any order is subject to purchaser's assent to all of the terms and conditions of access and sale as set forth herein. Purchaser's assent to these terms and conditions shall be presumed by Purchaser's acceptance of all or any part of the goods or services ordered. All other contrary Micron Instruments unless agreed to by Micron Instruments in writing.

INDEPENDENT CONTRACTORS
Micron Instruments and Purchaser are independent contractors. Purchaser is not authorized to and shall not make any representations on behalf of which are binding upon Micron Instruments.

SEVERABILITY

If any provision of these Terms and Conditions of Sale shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any other legal provisions hereof which together shall then be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of these Terms and Conditions.

COMPLETE AGREEMENT

The terms and conditions in Micron Instrument's Web Site Terms of Access, Terms of Sale, Quotations, Invoices, and Catalog Sales Terms and Conditions, are incorporated herein by reference and constitute the entire and exclusive agreement between Purchaser and Micron Instruments.

Site Access Terms - Canada

ORDER ACCEPTANCE. It is acknowledged that no order shall be deemed accepted unless and until it is verified and accepted by Micron Instruments at its Simi Valley, California U.S.A. Offices. Purchaser further consents that submission of its order shall subject Purchaser to the jurisdiction of the courts of the United States and the State of California.

COMMODITY TAXES. Prices for items purchased from Micron Instruments do not include applicable excise taxes, customs duties, sales and use taxes, value-added taxes (including the Goods and Services Tax and the Harmonized Sales Tax or any success or tax), and provincial retail sales taxes. When required by law, Micron Instruments will collect such taxes from the Purchaser and remit same to the appropriate governmental authority. Where applicable, Purchaser must inform Micron Instruments of the tax-exempt status of any particular order, and provide Micron Instruments with the requisite details at the time the order is made by Purchaser. All orders are otherwise presumed to be taxable.

PAYMENT TERMS. All prices are in U.S. dollars. For Purchasers with established credit, terms are net thirty (30) days from date of shipment. For Purchasers without approved credit, all export sales are made on condition that Purchaser make payment by cash in advance at the time of order, that Purchaser open an irrevocable letter of credit in favor of Micron Instruments prior to shipment payable by sight draft drawn against such letter of credit, or that Purchaser establish satisfactory credit with Micron Instruments prior to shipment. At Micron Instruments option, certain export orders may be subject to special export payment terms and quotations. Cash or anticipation discounts are not allowed. Payments must be in U.S. dollars. Micron Instruments shall have the right of set-off and deduction for all sums owed. If an open account customer fails to make full payment in accordance with these terms, Micron Instruments may defer shipment of other orders, or cancel all or any part of any unshipped order until such payment is made.

CREDIT BALANCE. Purchaser agrees that any credit balances issued will be applied within one (1) year of its issuance. If not applied or requested within one (1) year, any balance remaining will be subject to cancellation, and Micron Instruments shall have no further liability.

FREIGHT POLICY. Shipping terms are Free Carrier (Incoterms 1990), Simi Valley, CA offices using local shipping point and routing of Micron Instrument’s choice. Micron Instruments will contract for carriage on usual terms at the Purchaser’s risk and expense. Purchaser shall be responsible for obtaining insurance. At Micron Instruments option, freight policy for certain export orders may be subject to special terms and conditions. If any item is back-ordered that item will be shipped prepaid as Purchaser’s exclusive remedy. Title and risk of loss shall pass to Purchaser on delivery to the carrier in the United States. If the product is damaged in transit, Purchaser acknowledges that it has no recourse against Micron Instruments.

MANUFACTURER’S WARRANTY. Most of the products listed in this catalog are warranted to the final consumer by their manufacturer; copies of such warranties are supplied with the product or are available from the manufacturer.

Micron Instruments GUARANTEE. All purchases are guaranteed. If you are not satisfied with your purchase for any reason, Please call our Customer Services Department for your Return Authorization Number before returning items: 805-
522-4676. Fill out the return form enclosed with your order and send it back to us with the unwanted item(s). Please prepay shipping; we do not accept CODs. Custom orders are not returnable, unless the mistake is our error. Upon Receipt of the returned items, Micron Instruments will determine if you are entitled to a full credit, equal exchange, or your money back.

**LIMITED WARRANTY AND DISCLAIMER.** NO WARRANTY, CONDITION OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE GUARANTEE STATEMENT, ABOVE, IS MADE OR AUTHORIZED BY MICRON INSTRUMENTS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MICRON INSTRUMENTS DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, INSTALLATION, OR MISAPPLICATION. ANY DESCRIPTION OR ILLUSTRATION IS FOR IDENTIFICATION ONLY AND DOES NOT FORM PART OF THE SALE OR EXPRESS OR IMPLY A WARRANTY OR CONDITION THAT THE PRODUCTS ARE MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE. MICRON INSTRUMENTS MAKES NO WARRANTY AGAINST PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT.

**LIMITATION OF LIABILITY.** ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. MICRON INSTRUMENTS' LIABILITY IN ALL EVENTS, WHETHER IN CONTRACT OR TORT, IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID.

**PRODUCT SUITABILITY.** Most products sold by Micron Instruments are designed to meet applicable Canadian national safety standards and regulations. Many provinces and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from jurisdiction to jurisdiction. Micron Instruments cannot guarantee compliance with such codes and regulations and cannot be responsible for how the product is installed or used. Before purchase and use of a product, Purchaser should review the product application and applicable codes and regulations to be sure that the product, installation, and use will comply with them. Micron Instruments expressly disclaims any liability for losses Purchaser may suffer as a result of any product non-compliance.

**FORCE MAJEURE.** Micron Instruments shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war risks, shortages, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, or any other circumstances or causes beyond the control of Micron Instruments in the conduct of its business.

**CANCELLATION.** Any cancellation must be approved by Micron Instruments.

**SECURITY INTEREST.** On any open account sale, Purchaser hereby grants to Micron Instruments a priority lien, purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to Micron Instruments. Purchaser consents to the filing of any financing statements or other appropriate documents with governmental authorities to assure the validity, priority, and enforceability of the lien, security interest or mortgage. Purchaser agrees to inform Micron Instruments immediately if it intends to use any import financing or has or will be granting a lien or security interest on its inventory to any third party.

**ASSIGNMENT.** Purchaser shall not assign any order or any interest therein without the written consent of Micron Instruments. Any actual or attempted assignment without Micron Instrument’s consent shall entitle Micron Instruments to cancel such order upon notice to Purchaser without liability to Micron Instruments.

**MODIFICATION OF TERMS.** Micron Instrument’s acceptance of any order is subject to Purchaser’s assent to all of the terms and conditions set forth in Micron Instruments acknowledgment and invoice, and Purchaser’s assent to such terms and conditions shall be presumed from Purchaser’s receipt of Micron Instruments acknowledgment and invoice, from delivery of the goods, or from Purchaser’s acceptance of all or any part of the goods or services ordered. All other contrary terms and conditions are expressly rejected, and no addition or modification of terms and conditions shall be binding upon Piezo-Metrics, Inc. d/b/a Micron Instruments unless agreed to by Micron Instruments in writing.

**TRADEMARKS AND COPYRIGHTS.** Purchaser acknowledges that it has no right, title or interest in the trademarks, copyrights, or other intellectual property rights in the products, and covenants that it will take no action to register or otherwise interfere with any such rights of Micron Instruments.

**COMPLETE AGREEMENT.** The terms and conditions in Micron Instruments forms, acknowledgments, quotations, invoices and catalog sales terms and conditions, are incorporated herein by reference, and constitute the exclusive and entire agreement between Purchaser and Micron Instruments.

**COUNTRY OF IMPORTATION.** Purchaser represents that it is purchasing products from the United States and importing them to Canada. Purchaser agrees that the products will be shipped to the specified Canadian destination in compliance with the laws of such destination and the United States, and that there will be no re-export or diversion from such specified
destination. If requested by Micron Instruments, Purchaser shall provide documentation satisfactory to Micron Instruments verifying delivery at the designated destination.

**EXPORT AND IMPORT LICENSES; PERMITS AND FREIGHT FORWARDER.** Notwithstanding that the terms are Free Carrier, Micron Instruments, or its designate, will act as the importer of record for the ordered goods and will clear the ordered goods through Canada Customs. Purchaser shall be liable to pay for any permits, licenses or other governmental authorization(s) and for any of the commodity taxes referred to in 2 above, necessary for the exportation of the products from the United States or the importation of the products into Canada. The freight forwarder’s actions shall not be deemed authorized by, or binding upon Micron Instruments, unless expressly agreed to by Micron Instruments.

**FOREIGN CORRUPT PRACTICES ACT.** Purchaser acknowledges that it is not the agent of Micron Instruments, and represents and warrants that it has not, and covenants that it will not pay anything of value to any government employee in connection with the resale of the products.

**INDEPENDENT CONTRACTORS.** Micron Instruments and Purchaser are independent contractors and not principal and agent. Purchaser is not authorized to, and shall not make any representations on behalf of, or which are binding upon Micron Instruments.

**GOVERNING LAW; LIMITATIONS.** These Terms and Conditions shall be construed, interpreted and performed exclusively according to the laws, excluding conflict of law rules, of the State of California, United States of America. Any legal action with respect to any transaction must be commenced within one year after the cause of action has arisen. The provisions of the Uniform Commercial Code as adopted by the State of California, and not the United Nations Convention on Contracts for the International Sale of Goods, shall apply.

**SEVERABILITY.** If any provision of these Terms and Conditions of Sale shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any other legal provisions hereof which together shall then be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of these Terms and Conditions.

**DISPUTE RESOLUTION.** Actions by Micron Instruments for nonpayment by the Purchaser of the purchase price of products sold by Micron Instruments, or for redress of other breaches by the Purchaser of the Terms and Conditions of Sale, may be brought by Micron Instruments, at its option, before any judicial court of competent jurisdiction. At Micron Instruments option, disputes between the Purchaser and Micron Instruments, including all claims for non-performance by Micron Instruments, shall be finally settled by arbitration in Simi Valley California, USA under the Rules of the American Arbitration Association, which Rules with respect to matters not regulated by them shall incorporate the UNCITRAL arbitration rules by one or more arbitrators appointed in accordance with said Rules applying these Terms and Conditions and consistent provisions of the internal laws (except conflict of law rules) of the State of California, USA.

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**International Inquiries**

International Terms of Sale are available upon Request, Please Call 805-522-4676 for details.

**European Customers** are advised to set up their accounts with our European reseller, Haptica Srl (www.hapticasensing.com).