



## Terms and Conditions of Sale

The following terms and conditions apply for the sale of Products by Highland Technology, Inc. ("Highland") to Highland's customers.

1. The standard warranty period is one (1) year from date of outgoing shipment. Warranty is voided if product is altered or otherwise used outside of its acceptable operating limits, as defined in the product's technical manual.
2. All shipments by Highland are EXW Seller's dock. Insurance will be added to shipments that are prepaid by Highland, unless otherwise specified.
3. Customer agrees to pay the entire amount specified on the invoice. Payment can be made via prepayment, Net 30 terms (after credit approval), or credit cards for orders under \$9,000. When required by law, Highland will add California sales tax to invoices. Orders may be held or canceled by Highland due to outstanding account balances.
4. Orders canceled two weeks after PO confirmation may incur a cancellation fee to recompense Highland's committed expenses.
5. Delivery dates provided by Highland are approximations. Highland will make every effort to meet and exceed delivery expectations, but will not be liable for failure to deliver on estimated dates.
6. No returns will be accepted without a return authorization from Highland. Original packaging material is to be used for all returns. Returned orders must be unopened, and may incur a restocking fee to recompense Highland's committed expenses. Products marked as NCNR on quote are non-cancelable and non-returnable.
7. In order to comply with US export control regulations, Highland may be required to collect and retain ultimate and intermediate end use information. Orders may be held or canceled by Highland if export documentation is deemed unsatisfactory.
8. Neither Highland nor customer grants, acquires, or transfers any Intellectual Property rights, licenses, titles, or interest of any kind in any manner or for any purpose unless expressly agreed to in writing outside of the scope of the Purchase Order.
9. Highland may make changes and improvements to its products, product specifications, product availability, and/or programs at any time without notice. Highland may act as a reseller of qualified products without notice.
10. Products have finite failure rates associated with hardware, firmware, design, and documentation. Do not use the products in applications where a failure or defect in the instrument may result in injury, loss of life, or property damage. **IN NO EVENT WILL HIGHLAND TECHNOLOGY, INC. BE LIABLE FOR DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE A PRODUCT, EVEN IF HIGHLAND TECHNOLOGY, INC. OR AN APPROVED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.**