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Terms and Conditions of Sale

Price & Delivery: Prices are Ex-Works at our facility in Columbia, Maryland, USA. Unless negotiated otherwise, freight and insurance will be prepaid by the Seller and added to the invoice as a separate item. Seller's prices are exclusive of Federal, state and local taxes as well as import duties. Applicable sales tax will be added to orders unless the Buyer provides a tax exemption certificate.

The Seller will select the best shipment method including UPS, Fed-Ex, motor freight carriers, and airfreight companies. If the Buyer requires special arrangements regarding shipment of their order, they must negotiate their requirements with the Seller. The Seller reserves the right to add additional charges for special handling or packaging requests.

The Seller is not liable for damage to or loss of goods after delivery to a common carrier.

Payment Terms:

- Buyers with approved credit - Net 30 days from date of invoice.
- Other domestic Buyers – Payment by check, money order, wire transfer prior to shipment, or COD.
- International orders - Payment via wire transfer before shipment. Contact the Seller for instructions.

In the event of delay in payment, EnviroTech Sensors, Inc. (Seller) shall have the right to suspend deliveries, or require full or partial payment in advance, or cancel the order until full payment is received. A charge of 1 ½% per month will be automatically added to all accounts if full payment is not received within 30 days of invoice.

Discounts: Quantity discounts for end users are available as follows:

Qty 1 to 10	List Price
Qty 11-25	5% Discount
Qty 25+	Call Seller

Discounts only apply to multiple quantities of identical items on the same purchase order. They do not apply to freight, insurance, custom engineering, or field service.

Return Material Authorization (RMA): Items to be returned to the Seller for any reason must be accompanied by a return material authorization number. Contact the Seller to discuss the reason for returning a product and to obtain the authorization number. Mark the outside of all shipping cartons and correspondence with the RMA number.

Warranty: EnviroTech Sensors, Inc. (Seller) warrants the products manufactured by the Seller to be free of defects in material and workmanship under normal service for a period of twenty four (24) months from date of shipment subject to the following conditions:

- Warranty does not apply to products that have been subject to mishandling, misapplication, modification, abuse, neglect, accident of nature, or shipping damage.
- The Seller shall not be held liable for incidental or consequential damage caused by its products including but not limited to: damages for loss of use, income, profit, or good will; losses sustained as a result of death or injury to any persons; and/or damages to property other than the product. In no case shall the Seller's liability exceed the price paid for the product.
- This warranty is expressly in lieu of any other expressed or implied warranty of merchantability or fitness for a particular purpose, and of any obligations or liabilities on the part of the Seller or its employees or agents.

Buyer shall return the product to the Seller, prepaid transportation. Upon receipt, the Seller will evaluate the product to determine the cause of the reported problem and the applicability of the warranty. Products deemed to be covered by the warranty will be repaired by the Seller at no charge to the Buyer and returned to the Buyer, prepaid surface transportation. The Seller will prepare an estimate for products not under warranty and submit the quotation to the Buyer for approval.

Entire Agreement: These Terms and Conditions constitute the entire agreement between the Buyer and the Seller. If the Buyer's order has Terms and Conditions that are different from, or in addition to, the Seller's Terms and Conditions, the Seller will process the order but does not accept the Buyer's Terms and Conditions. Upon acceptance of a shipment from the Seller, the Buyer is deemed to have accepted the Seller's Terms and Conditions. The rights and obligations of the Buyer and Seller shall be governed by the State of Maryland and the Buyer and Seller agree that any legal action or arbitration shall be brought within the State of Maryland.

January 2008