

STANDARD PRODUCTS PRICE LIST

TMI 931A Bi-Axial Tilt STIM	\$250
TMI 1451.2-SC Prototyping STIM	300

TERMS AND CONDITIONS FOR STANDARD PRODUCTS ORDERS

Placing Your Order

Telemonitor, Inc. (TMI) requires written purchase orders (“Purchase Orders”) for all orders of standard products (“Products”). Purchase Orders must include our product number and description, pricing, and delivery requirements. Purchase Orders that are based on specific proposals or price quotations prepared by TMI must reference those proposals or price quotations by number and date. Purchase Orders or requests for price quotations may be mailed, faxed, or sent by e-mail to sales@telemonitor.com.

By submitting an order as provided herein, the customer agrees to be bound by these Terms and Conditions for Standard Products Orders and the terms of any quotation issued by TMI (collectively, the “Terms and Conditions”). In the event there is any discrepancy between the Terms and Conditions and any purchase order, acknowledgment, or other documentation issued by the customer, the Terms and Conditions shall control.

Pricing and Quotations

All prices are in U. S. dollars and are F.O.B. Columbia, Maryland. Prices are subject to change without notice. Written price quotations are valid for 30 days from the date of such quotation, unless otherwise indicated in writing. Purchase Orders received on expired price quotations are subject to price modifications.

Payment Terms

Initial orders for less than \$2,500 require prepayment by check or credit card. TMI accepts VISA, MasterCard, or American Express. For approved accounts with adequate credit standing, our standard terms are Net 30 days from the date of invoice. A completed credit application, accompanied by a single order of \$2,500 or more, is required to establish an account. Credit must be established prior to shipment. Please allow two weeks for credit to be established.

A service charge of 1.5% per month will be added to any invoices not paid within the applicable credit terms. The customer is liable for any expenses, including but not limited to attorneys’ and/or collection fees, which TMI incurs collecting past due accounts. Future orders from a customer that takes over 60 days to clear their account will only be accepted on a paid-in-advance basis until credit is re-established.

Lead Times

TMI attempts to maintain a stock of products to meet urgent small-quantity requirements. However, due to the popularity of some products and rapid stock fluctuations, it is best to allow 8-10 weeks for volume deliveries. Actual lead times will be quoted at the time of sale. More urgent requirements are accommodated whenever possible.

Cancellation and Returns

All cancelled Purchase Orders are subject to cancellation charges. Unused Products must be returned unopened in the original packaging within 30 days of receipt and are subject to restocking fees. Products held for more than 30 days may not be returned. No returns—repairs or otherwise—will be accepted without an TMI Returned Material

Authorization (RMA) number. The RMA number must be displayed on the outside of the shipping container.

Disclaimer

TMI reserves the right to make changes without further notice to any Products. TMI does not assume any liability arising out of the application or use of any Products; neither does it convey any license under its patent rights nor the rights of others. TMI Products and designs are not normally authorized for use in devices or systems intended to protect, support, or sustain life. The customer agrees to notify TMI of any such intended end use in the Purchase Order, whereupon TMI will determine availability and suitability of its Products or design for the use intended.

Except as expressly set forth herein, TMI expressly excludes and disclaims all warranties, conditions, representations, indemnities, and guaranties, whether express or implied, arising by custom, prior oral or written statement by TMI, or otherwise (including, but not limited to, any warranty of merchantability or fitness for a particular purpose).

Limited Warranty

TMI Products are warranted for a period of one year from the date of delivery against all defects in materials and workmanship, provided they are properly used and are not modified by non-TMI personnel. Major subassemblies not manufactured by TMI (power supplies, disk drives, etc.) are warranted for the period established by their original manufacturer. TMI will repair or replace defective Products, provided that they are returned promptly to TMI at the customer’s expense. No liability is assumed for expendable items such as lamps, batteries, and fuses. No warranty is made with respect to customer-furnished equipment or for Products produced to customer’s specifications except as specifically agreed to in writing by TMI and contained in the Purchase Order.

Hold Harmless

The customer hereby agrees to indemnify and hold TMI, its agents, affiliates, and subsidiaries harmless from and against any loss, damage, or expense suffered by TMI, including reasonable attorneys’ fees and costs, by reason of (i) breach by the customer of any warranties or agreements, (ii) any act or omission of the customer, (iii) any claim, cause of action, or lawsuit arising from the sale, use, storage, transportation, or handling of the products and services provided hereunder, or (iv) any settlement, judgment, or payment with respect to any of items (i), (ii), or (iii) hereof.

Governing Law

All legal disputes arising as a result of or with respect to the Terms and Conditions will be governed and settled by the laws of the State of Maryland, excluding the conflict of law rules of that state, and the customer agrees the jurisdiction and venue shall rest exclusively within the courts of the State of Maryland including the United States District Court for the District of Maryland.