

## Saxony Thermal Conditions of Sale

Saxony Thermal shall hereafter be called the Vendor. The Customer shall mean the person, company or organization agreeing to purchase goods or services from the Vendor. Goods shall mean equipment, spare parts, repairs or services provided by the Vendor. Unless expressly agreed in writing all contracts for the supply of goods by the Vendor shall be subject to the terms and conditions printed below. Quotations are without engagement and are subject to goods/services being available at time of order. These terms and conditions will replace any other previous terms and conditions set forth by either party.

1. Orders placed by purchasers new to the Vendor will be on a "payment in advance" basis.
2. The property in the goods shall remain with the Vendor until such time as the goods are paid for in full by the Customer. Until payment is made, the Customer shall hold the goods on trust for the Vendor, be responsible for any damage incurred and clearly identify the goods as belonging to the Vendor. If the goods have been re-sold before the property in the goods has passed to the Customer, beneficial entitlement shall be attached to the proceeds of the re-sale and the Vendor reserves the right to enter upon any premises where the goods are stored (or assumed to be stored) and repossess them.
3. Shipping will be the exclusive responsibility of the Customer unless expressly agreed in writing by the Vendor. Goods to be shipped will be provided EXWORKS (Incoterms 2010) to the Customer.
4. Goods are considered delivered when turned over to the Customer's forwarding company unless expressly agreed in writing by the Vendor.
5. Time/date given for delivery by the Vendor is given in good faith, no liability will be accepted for late or non-delivery of goods.
6. Goods delivered in damaged condition should be "refused" by the Customer. Where there is non-delivery, short-delivery or goods damaged on delivery, claims should be made in writing to the Vendor within 3 working days of the invoice date.
7. The Vendor provides goods only with the original manufacturer's guarantee. Goods may only be returned with the express permission of the Vendor and at the Customers' expense.
8. Goods acquired specially on behalf of the Customer may only be returned if the Vendor's supplier has agreed to take the goods back.
9. All returned goods will be subject to a handling charge of 15% unless otherwise agreed. All cancelled orders will be subject to a cancellation charge equal to 25% of the returned order value unless otherwise agreed.
10. All return of goods must be authorized in advance of return by issuance of an RMA (Return Materials Authorization) number by Vendor. Credit notes will not be issued unless an RMA has been requested and allocated.
11. Payment terms are specified on quotations, order acknowledgements and invoices issued by the Vendor. Late payment will result in suspension of supply and/or recovery of goods already supplied (not paid for) or the whole of the account becoming due and payable immediately should there be other outstanding balances payable to the Vendor.
12. Interest may be charged on overdue invoices, in which case interest will accrue from the date when payment becomes due from day to day until the date of payment. The rate of interest shall be the maximum allowable as deemed in law by statute, on the whole outstanding invoice total, accruing up to date of payment or date of judgment in law.
13. Under no circumstances will the Vendor accept any liability for any consequential damages or loss arising from goods supplied by the Vendor, as requested by the Customer or as recommended by the Vendor.
14. Quotations are given subject to the Vendor being able to purchase/obtain the specific goods. Prices quoted refer to the quoted quantity of goods and not necessarily to larger or smaller quantities.
15. Unless otherwise expressed in writing from Saxony Thermal, all quotations are valid for 30 days from the date issued.
16. Prices are subject to change without prior notice.
17. Where travel costs are indicated on quotations, these represent merely an estimate. All travel costs will be invoiced as actuals (see section 24).
18. Specifications for goods are given by the Vendor in good faith, to the best of the Vendor's knowledge and do not constitute a guarantee. Any liability from goods incorrectly specified by the Vendor shall be limited to replacement of goods up to the value of the goods originally supplied.
19. All payments due to the Vendor will be made via electronic bank transfer, and any transaction fees will be the responsibility of the Customer. Sales due in the United States can be made by check and should be mailed to:  
Saxony Thermal  
7275 NE Evergreen Pkwy, Ste 100  
Hillsboro, Oregon 97124
20. Force Majeure – the Vendor shall not be liable to the Customer for any failure to perform its obligations due to circumstances beyond its control, including war, strikes, fire, failure of power supplies, delay caused by other manufacturers & suppliers, explosions, breakdowns, industrial disputes, floods, Government action or any action outside the Vendor's reasonable control and Acts of God. In such event the Vendor may elect by written notice to cancel any agreement with the Customer or elect to extend the time for performance so that performance can reasonably be affected.
21. The Vendor reserves the right to cancel any credit facilities where a breach of these conditions has taken place.
22. Service – The schedule for service is committed with the issuance of an order acknowledgement by the Vendor, and can only be changed with written approval from the Vendor. The service time purchased can be rescheduled, subject to the availability of the Vendor's staff or contractors, within 6 months of the original date of the purchase order, after which the order will be considered canceled and subject to the terms contained in section 22.
23. In case of the cancellation of a service appointment, the following charges apply:
  - Any travel expenses (see below) that cannot be canceled or recovered will be invoiced as actuals.
  - The Customer will be invoiced a cancellation fee equal to 60% of the total value of the unused service time. For example, an order of two weeks, where only one is used, the customer will be invoiced 60% the value of one week as agreed to on the order acknowledgement.
24. Any and all travel expenses including airfare, rail travel, taxi, public transportation, rental cars, fuel, mileage, lodging, per diem, laundry, internet access and other travel related costs will be invoiced to the Customer at actual costs. Copies of all travel expenses will be made available to the Customer upon request and/or attached to the invoice.
25. All Service hours quoted are estimated. In the event that additional time is required, additional service hours will be approved in advance, in writing by a customer representative. Email is an acceptable form of approval.
26. In the event of delays due to missing customer supplied materials the normal field service rates will apply.
27. Travel time will be billed at 50% of the agreed hourly service rate, per hour including 2 hours prior to and 1 hour after all flights, 1 hour before and after all ground or sea based travel.
28. Calibration and maintenance of all measurement equipment used during onsite service support is the responsibility of the Customer.
29. Any dispute that must be settled in a court of law will be done so in accordance with the laws of the country where the vendor company is headquartered. In the case of Saxony Thermal LLC, the legal venue will be the Portland, Oregon, The United States.