

Boston Electronics Corporation General Terms and Conditions of Sale (May 2020)

1. Acceptance of Terms.

These Terms and Conditions of Sale apply to all sales by Boston Electronics Corporation ("BEC") to any person ("Buyer") of the products offered for sale by BEC ("Product"). Buyer agrees to these Terms and Conditions of Sale. If any terms or conditions of the Buyer differ from these Terms and Conditions of Sale, the Buyer's terms and conditions are not binding upon BEC unless mutually agreed in writing.

2. Prices and Payment.

All price quotations are subject to confirmation and are non-binding. Unless otherwise agreed to by BEC in writing, all prices for the sale of Product are stated in and to be paid in United States Dollars. All prices are subject to change. BEC reserves the right to adjust prices due to changing market conditions, product discontinuation, cost changes or other reasons. In the event BEC determines a price adjustment on an order is necessary, it will contact the Buyer regarding the change and ask for approval before completing the order. BEC reserves the right to cancel an order without any liability if the Buyer does not agree on the price of a Product.

All payments are due in thirty (30) days from date of invoice for Buyers who BEC approves credit. BEC reserves the right to require alternative payment terms, including payment in advance (full or partial), letter of credit or other forms of payment as determined by BEC. Payments not made by the due date shall be subject to a late payment charge of the lesser of one and one-half percent (1 ½%) per month or the maximum rate permitted by law.

Web store purchases from a new Buyer must be paid by credit card, PayPal or Google Pay. Credit cards are charged upon shipment by BEC. BEC, in its sole discretion, determines if a Buyer can receive credit vs. the payment methods described above.

3. Delivery.

A. Terms of Delivery

All delivery times are estimates only, and in no event shall BEC be liable for any delay in delivery or assume any liability in connection with shipment. Unless otherwise agreed to in writing by BEC, all product shall be delivered EXW (Incoterms 2010) from the point of shipment. Title to and risk of loss or damage to all or any portion of the Product shall pass to Buyer upon release of the Product for delivery at BEC's point of shipment.

Delivery is based on the Buyer's chosen method of shipment at the time of order. Shipping charges are prepaid and billed to the Buyer. BEC will contact the Buyer prior to shipment if it is unable to ship using the Buyer's chosen method. A street address is required for delivery to the Buyer. Shipping charges are determined by the weight and dimensions of the package containing the purchased product. BEC ships to most locations outside the US. Any taxes/fees/duties associated with international orders are the responsibility of the Buyer or their consignee.

Delivery is based on availability of stock. BEC will normally ship in-stock items within 2 business days of order receipt. Transit time thereafter depends on the shipping method chosen by the Buyer. For expedited shipping options, all orders received before noon EST will be delivered according to the

method selected. BEC will advise you on estimated delivery for all non-stocked items as this may vary from product to product.

B. Taxes

BEC collect sales tax on shipments into locations within the USA for which we are required to do so unless the Buyer supplies us with a signed official state resale certificate or sales tax exemption certificate with the order. Currently the only location for which this is required is Massachusetts. BEC requires a resale certificate or sales tax exemption certificate for any order shipping into Massachusetts.

4. Limited Warranty.

Subject to the limitations set forth in these Terms and Conditions of Sale, BEC warrants (the "Limited Warranty") to the Buyer that all Product sold by BEC will conform to the published specifications at the time of sale and shall be free from defects in materials and workmanship under normal use, handling and service for one year, unless stated otherwise.

BEC shall have no obligation under the Limited Warranty or otherwise, and this Limited Warranty does not apply to Products which are (a) items repaired, modified or altered by any party other than BEC or the manufacturer; (b) items used in conjunction with equipment not provided by, or acknowledged as compatible by, BEC or the manufacturer; (c) subjected to unusual physical, thermal, environmental or electrical stress; (d) damaged due to improper installation, misuse, abuse, or storage; (d) damaged due to accident or negligence in use, storage, transportation or handling.

To the extent the Product is incorporated into any other instrument or device, BEC makes no representation with respect to the safety, efficacy, accuracy, reliability, use, or fitness for intended purpose of such integrated product. To the extent so incorporated into any other instrument or device, Buyer hereby agrees to indemnify and hold BEC harmless from any claims, suits, liabilities, losses, damages, expenses (including reasonable attorneys' and experts' fees and expenses) and costs arising from or relating to any defects in and/or the use of such integrated product, and/or the failure of such integrated product to comply with any applicable laws or regulations.

Subject to Buyer's compliance with the procedures set forth in paragraph 6 below, BEC' sole obligation, and Buyer's exclusive remedy for any defective Product, shall be limited, at BEC' option, to either repairing or replacing, free of charge for materials or labor, any Product which is proved not in compliance with the Limited Warranty during the Warranty Period.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE, BEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation on Liability. To the extent not prohibited by applicable law:

IN NO CASE SHALL BEC BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY BEC'S OWN NEGLIGENCE OR FAULT.

CONSEQUENTLY, BEC SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON THE USE OF THE PRODUCT IN COMBINATION WITH OR INTEGRATED INTO ANY OTHER INSTRUMENT OR DEVICE. HOWEVER, IF BEC IS HELD LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE ARISING UNDER THIS LIMITED WARRANTY OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, BEC' MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST BEC.

6. Product Return/Repair Policy.

A Return Materials Authorization (RMA) number must be obtained by the Buyer to return a Product:

- A. Exchanges and/or returns are accepted within 30 days of purchase.
- B. All returned merchandise is subject to inspection and approval by BEC and/or the manufacturer before issuing credit or replacement.
- C. Merchandise displaying use, misuse or other damage will not be accepted.
- D. All returns require a Return Materials Authorization (RMA) number. Please contact BEC at 1-617-566-3821 or your sales representative directly to obtain an RMA. Provide us with the part number, problem with the item, date of purchase or order number, and serial number (if any).
- E. Items cannot be returned for credit without prior approval by BEC and an RMA number
- F. RMA numbers are valid for 14 days from issue.
- G. Product should be safely and securely packaged in a separate carton with the Return Material Authorization Number clearly marked on this shipping carton and shipped to: Boston Electronics, Inc. (include the RMA# in the Ship To address line) 91 Boylston St., Brookline, MA 02445
- H. Return shipment charges are at the Buyer's expense.
- I. After 30 days, an RMA number is still required; however, only products found to be defective under the Limited Warranty are accepted for repair or replacement.
- J. Refunds are issued to the credit card used or Buyer's account and will be credited for the merchandise charged. Shipping fees are non-refundable.

7. Restocking Charges

For Products in stock, restocking charges of up to 25% may be applied to returns of "like new" items purchased in error by the Buyer and promptly returned within 30 days. A minimum of a 25% restocking fee will be charged for all returns between 31 and 60 days. For products built to Customer's order (not in stock items) restocking charges of up to 50% may be applied to returns of "like new" items for all returns up to a limit of 60 days.

8. Intellectual Property Rights.

Any intellectual property rights on a worldwide basis belong to either BEC or the manufacturer of the Product. Sale of a Product by BEC to the Buyer does not grant any intellectual property rights to the buyer.

9. Miscellaneous.

A. Export Control Laws.

Buyer shall comply with all applicable laws, regulations and treaties relating to the sale and destination of the Products, including, without limitation, U.S., and European export control regulations. Buyer agrees not to sell any of the Products in any territory or country prohibited by applicable U.S. laws and to obtain representations from its Buyers that they will not resell or transfer any of the Products to such countries or territories. Buyer will defend, indemnify, and hold BEC harmless for any damages or costs to BEC arising from Buyer's failure to comply with these terms.

B. Assignment.

These Terms and Conditions of Sale and the rights of Buyer hereunder may not be assigned in whole or in part without the prior written consent of BEC.

C. Invalidity.

If any provision of these Terms and Conditions of Sale is held invalid by any governing law or regulation or by any court having valid jurisdiction, such invalidity will not affect the enforceability of other provisions.

D. Governing Law.

Buyer acknowledges and agrees that these Terms and Conditionals of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law rule. Buyer and BEC expressly agree that any disputes under these Terms and Conditions of Sale shall be resolved exclusively in the courts located within the Commonwealth of Massachusetts.

E. Entire Agreement.

These Terms and Conditions of Sale constitute the entire agreement between Buyer and BEC with respect to Buyer's purchase of the Products and supersedes all prior agreements and understandings with respect to such purchase and may not be changed or amended, or superseded by conflicting terms and conditions submitted by Buyer.