1. **Contract Formation.** Purchases or written acceptance of this quotation shall be deemed acceptance of the offer of General Kinematics Corporation ("Seller") to sell contained in this quotation. Any acceptance of this quotation is limited to the terms, conditions and warranties herein contained herein. Any proposal for different terms or attempt by Buyer to vary in any degree any of the terms of this offer in Buyer’s acceptance and/or acknowledgement copy of this quotation is hereby objected to and rejected. This quotation or any sale or agreement arising therefrom can only be modified or changed in writing executed by a duly authorized representative of Seller containing specific reference to the number and date of this quotation.

2. **Terms.** Payment is due within 30 days, upon receipt of invoice. All invoices shall be paid in U.S. Funds within 30 days of the invoice date. A service charge of 1½% per month, subject to the legal maximum will be added to account balances over 60 days. In the event collection action becomes necessary, Buyer agrees to pay all costs of collection, including attorneys' fees, incurred by Seller in collecting any amount in which Buyer had not paid when due.

3. **Warranty.** Seller warrants to Buyer only that, at the time of shipment to Buyer, all equipment and parts thereof, except electronic components, shall be free of defects in material and workmanship for a period of twelve months following the delivery to the Buyer. At the request and option of Seller, Buyer shall return the claimed defective equipment or part to Seller. Transportation charges shall be prepaid and shall be at the expense of Buyer. Buyer shall pay any federal, state, local taxes, VAT, GST, custom duties or other charges and fees assessed for shipment of the defective equipment or part to and from Seller. If upon receipt and inspection the equipment or part thereof is found to be defective, Seller will, (i) at its option, repair or supply a replacement for the defective product or component free of charge except authorized replacement labor which shall be the responsibility of Buyer and (ii) credit Buyer’s account for the inbound transportation charges paid by Buyer. Seller’s liability is limited to the correction or to the supply of a replacement of the defective part as above set forth or, at the option of Seller, to a refund of the purchase price. This warranty extends only to Buyer and shall not apply to any part which has been repaired or altered without the prior written consent of Seller, or has been subject to misuse, abuse, or accident, or has not been operated in accordance with printed instructions provided by Seller, or has been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such part. If Buyer grants any warranty on such equipment of greater scope than the warranty set forth above, Buyer will hold Seller harmless from any claims of third parties based on such greater warranty. Seller is not liable for and does not warrant any parts replaced by Buyer or the end user which are not purchased from Seller or approved by Seller. Should Buyer or end user purchase and replace parts on any equipment from sources other than Seller, or not approved by Seller, Seller will not be responsible for defects, damage or malfunction of such parts. Installation of such unapproved parts nullifies any warranty remaining on any GKC unit, as such substituted parts may affect performance of the entire unit. Seller will not be liable or responsible for any defects or failure in the performance of the equipment with unapproved parts.

**THE WARRANTY PROVIDED IN THIS PARAGRAPh, AND THE OBLIGATIONS**