



**Persistor Instruments Incorporated
Standard Terms and Conditions of Sale
April 21 2009**

The sale of goods by Persistor Instruments Incorporated (hereafter PII) is made exclusively under the following terms and conditions of sale. PII accepts no other terms or conditions, except in writing, by an authorized Persistor representative. Persistor Instruments' acceptance of a purchase order is done without agreement to purchaser's terms, which may be attached to, or printed upon the purchase order.

IMPORTANT NOTICE: UNDER NO CIRCUMSTANCE DOES PII ACCEPT TERMS FROM THE PURCHASER WHICH MAY AFFECT THE FOLLOWING LIMITS OF WARRANTY AND LIABILITY.

Life Support, Safety Equipment and Equipment that may become dangerous: PII PRODUCTS ARE NOT DESIGNED, TESTED, OR INTENDED FOR USE IN EQUIPMENT THAT MAY, BY FAILURE OR MISUSE OR PROPER USE, CAUSE DEATH, INJURY, OR LOSS OF PROPERTY. DESIGNERS OF SUCH EQUIPMENT ASSUME FULL RESPONSIBILITY FOR PROTECTION AGAINST, AND THE LIABILITY FOR, DAMAGES ARISING FROM THE FAILURE OR NON-FAILURE OF PII PRODUCTS OR THE EQUIPMENT CONTROLLED BY, OR INTERFACED TO, PII PRODUCTS.

Limitation of Warranty: TO THE FULLEST EXTENT OF LAW, PII MAKES NO EXPRESSED OR IMPLIED WARRANTY AS TO THE SUITABILITY OF THE PRODUCT FOR ANY PARTICULAR PURPOSE. TO THE FULLEST EXTENT OF LAW, PII SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTY OF TITLE OR NON-INFRINGEMENT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

Limitation of Liability: TO THE FULLEST EXTENT OF LAW, PII EXCLUDES ITSELF FROM LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, INJURY, LOSS OF DATA, LOSS OF REVENUE, BUSINESS INTERRUPTION, OR INCIDENTAL COSTS ARISING FROM THE FAILURE OF PII PRODUCTS OR THE INABILITY TO USE PII PRODUCTS. IN NO CASE DOES PII'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Design Assistance: TO THE FULLEST EXTENT OF THE LAW, PII MAKES NO EXPRESSED OR IMPLIED WARRANTY AS TO THE SUITABILITY OF ANY DESIGN ASSISTANCE OR APPLICATION NOTES PROVIDED TO THE CUSTOMER, AND ASSUMES NO LIABILITY FOR ANY DESIGN ASSISTANCE OR APPLICATION NOTES.

Limitation of Indemnity: TO THE FULLEST EXTENT OF THE LAW, PII DOES NOT INDEMNIFY THE PURCHASER, OR HOLD THE PURCHASER HARMLESS, FROM ANY LOSSES, LIABILITIES, CLAIMS, INFRINGEMENT CLAIMS, LICENSING FEES, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES, LEGAL FEES OR SETTLEMENTS RESULTING FROM THE OWNERSHIP OR USE OR MISUSE OR FAILURE OF PII PRODUCT OR DEVICES INTERFACED TO PII PRODUCTS.

Government Contracts and FAR and DFARS: PII is registered with CCR (www.ccr.gov) and ORCA (www.bpn.gov) under DUNS 844280888. PII does NOT solicit government contracts but will accept government purchase orders. By accepting a purchase order submitted by an agency, branch, or institute of, or a contractor to, the United States of America or any State or Country, PII makes no certification or representation except those already made in the current ORCA registration. By accepting a purchase order from a contractor to any branch or assign of any government, PII does not accept any terms of liability or indemnity or conditions of contract, that the contractor may have agreed to.

CE conformance: PII products are not labeled with the CE mark. Persistor asserts the importer is responsible for determining if the importer's completed product requires CE conformance. For more information please see http://www.persistor.com/pii/ordering/CE_statement_for_EU_importers.pdf

RoHS and WEEE conformance: PII products do not comply with the RoHS and WEEE directives. Persistor believes it is the importer's responsibility to determine if compliance with the directives is required. In no case will PII accept a return of PII Products because they do not comply with the directives. For more information please see http://www.persistor.com/pii/ordering/RoHS_WEEE_statement_for_EU_importers.pdf



Prices: Prices are expressed in US dollars. Prices do not include taxes, duties, shipping fees, or money transfer fees, which are the responsibility of the buyer. Prices are subject to change without notice.

Sales Tax: Buyers in Massachusetts will be charged 5% sales tax, unless proof of tax exemption is provided at the time of purchase. Taxes due to other states or nationalities are the responsibility of the purchaser.

Payments: Payment will be accepted when made by: a check in US dollars drawn on a US bank, Visa, MasterCard, American express, wire transfer, or international money order. PII reserves the right to clear funds before goods are shipped.

Credit: Credit, if extended by PII, may be revoked for any reason, or no reason, at any time, without notice. Purchasers who are delinquent in payment may be assessed 1.5% interest per month, of the balance due at the end of each month.

Shipping: All orders are shipped FOB Marstons Mills, Massachusetts. Unless the buyer provides a valid shipping account number, shipping fees will be prepaid and added to the invoice at the time of order, and may be more or less than the actual shipping cost paid by PII. Shipping fees will include insurance for the approximate cost of replacement, unless the customer specifies otherwise.

Returns: All sales are final and non-returnable except under the provisions of Persistor's warranty.

Cancellation: All accepted orders are non-cancelable.

Specifications: Product specifications are subject to change without notice. PII reserves the right to change a specification at any time.

Warranty for Resold Products: Products sold by PII, but which are not manufactured or certified by PII, are not warranted by PII.

Warranty for Hardware: PII warrants hardware, which is manufactured or certified by PII, to perform within the published specifications at the time of purchase, for a period of one year from the time of purchase. The buyer assumes the responsibility for confirming products purchased from PII perform within the published specifications when placed in the buyer's application. This warranty does not cover damage or depreciation due to operating conditions or environments, or damage due to abuse, accident, or customer modification. Damage due to static dissipation or corrosive environments are specifically excluded. Electronics which fail due to inoperative integrated circuits, and which do not have a demonstrable manufacturing defect, are specifically classified as damaged and excluded from this warranty.

Warranty for Software: PII warrants software, which is produced by PII, to perform within the published specifications at the time of purchase, for a period of 90 days from the time of purchase.

Remedy For Warranty Failures: PII will, as PII chooses, repair or replace a defective hardware or software product, under the following conditions: the item is returned within the warranty period, a reproducible symptom of the defect can be described, the defective item is not found to be damaged by misuse or abuse.

Repair Policy: PII will repair its products under the following conditions: (1) the customer first receives a Return Merchandise Authorization (2) the customer agrees to the maximum cost of repair (3) the customer agrees to pay the cost of retest when no problem is found. The maximum cost of repair of a product manufactured by PII is ½ of the quantity one purchase price at the time of the repair. A customer may request a discounted replacement of their product for any reason, or no reason, as long as the original item is returned. In some cases, a replacement or repair may not be possible due to unavailability of a component.