

**Legal**

The following are terms of a legal agreement between you and Ormantine USA Ltd., Inc.

By accessing, browsing and/or using this web site, you acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations, including export and re-export control laws and regulations.

Ormantine USA Ltd., Inc respects your right to privacy. Any personal information we collect is used only by us to respond to your inquiry and provide you with a high level of service. Ormantine USA Ltd., Inc will not provide your details to any other organization.

We may use the data to inform you of related information that will be of interest to you. Additionally the information may be used to measure the effectiveness of this web-site and to further improve the web-site. To provide you with additional value this website may contain links to related websites; however Ormantine USA Ltd., Inc is not responsible for the content or privacy policies of these sites.

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All descriptive and technical specifications, illustrations, drawings, data, dimensions and weight contained in our site and attachments are typical only and will remain the property of Ormantine USA Ltd., Inc.

Ormantine USA Ltd., Inc. may revise the terms contained in this web site at any time by updating this posting.

**General Conditions of Sale**

**General Terms of Supply:** *Unless otherwise specifically agreed upon, these General Conditions of Sale shall apply to and form part of all offers, quotations and agreements whereby Ormantine USA Ltd., Inc ("Ormantine"), offers or sells goods to another party ("the Buyer"). The Conditions of Purchase of the Buyer shall not apply, unless Ormantine has explicitly agreed in writing that the Conditions of Purchase of the Buyer shall apply to a specific offer, quotation or agreement.*

**Confidentiality:** *Ormantine will hold information supplied by Customers relating to their business and products as confidential, and will not disclose this to third parties without their permission.*

**Conclusion of Agreement:** *Unless otherwise specifically indicated in an offer, offers or quotations from Ormantine shall be free of Obligation. Ormantine may revoke a written quotation or offer within three working days of receipt of acceptance. All offers or quotations can be revoked even if they contain a date by which they must be accepted. Where no written offer has been made by Ormantine, any Order from the Buyer shall only be binding on Ormantine after it has been confirmed in writing by Ormantine.*

**Order Confirmations:** *Order confirmations are typically sent within 1-2 business days. If a confirmation is not received, Ormantine is to be notified.*

**Prices:** *The Buyer shall pay to Ormantine the following: the prices for the goods and/or services supplied to the Buyer and any associated handling, packing and shipping charges. Such prices for goods and services will be those notified to the Buyer in advance by Ormantine. Prices are subject to change without*

*notice. Prices charged will be those ruling on the date of dispatch. Written quotations will have a period of validity stated. Loss, by customers, of Hired Goods and VOC tubes will incur an additional fee.*

**Minimum Order:** *Orders are subject to a Minimum Goods Value of \$100 before Packing and Carriage unless prior approval is granted. **Hired Goods:** VOC tubes are hired out for 56 days and DIF Pumps for 21 days. Longer periods of hire will incur additional charges. Soil Probes hire periods are negotiated per Order.*

**Delivery:** *Delivery Dates for Goods or Services shall never be regarded as the essence of contract, and lead times are given as good faith estimates based upon our production schedule and prompt receipt of all necessary information. Lead times do not include delays caused by revisions to the order, quoted materials, delays due to engineering issues, missing information, or wrong pricing listed. Where practicable delivery shall be made in the manner and carrier agreed with the Buyer unless, in the judgement of Ormantine, the requested method of delivery is unsuitable. Although Ormantine will use its best endeavors to deliver by the requested delivery date, it shall not be liable in any way for any losses or costs so incurred by the Buyer, or any Penalty Costs, due to late deliveries. The risk of loss, damage or destruction to products supplied shall transfer to the Buyer when they reach the agreed point of delivery and then shall remain vested in the buyer.*

**Cancellation:** *Contracts and Orders may only be cancelled with the express permission of Ormantine. Where costs have been incurred on behalf of the Contract, Ormantine reserves the right to charge these to the Buyer, together with any cancellation costs incurred by cancelling Orders placed with suppliers.*

**Right to Cancel:** *Ormantine reserves the right to cancel outstanding orders on diffusion tubes, for those that have not been returned for analysis beyond six months from the date the tubes are shipped.*

**Goods Damaged in Transit:** *Transit damage must be reported to Ormantine, in writing, within three days of receipt of the Goods. The original packing and Carrier Details must be retained for our Inspection.*

**Technical Information:** *Technical Information related to the use of particular products and their applications given by Ormantine is for general guidance only and is given in good faith based on published or advised external information. Ormantine will not accept responsibility for any malfunction, loss, consequential loss or damage so caused. Buyers must satisfy themselves as to the suitability or otherwise of our products for their application. For Air Samplers, Buyers should adjust their sampling procedures to the specific site conditions to ensure that the desired results are obtained.*

**Liability:** *Liability is not accepted for any delays, loss, damage or injury arising from the use, or inability to use, any Goods supplied by the Ormantine. Ormantine's liability extends only to the replacement, (or refund, at Ormantine's sole discretion) of any Goods agreed as being faulty. Determination of the suitability of Ormantine's goods or services for the specific use contemplated by the Buyer is the sole responsibility of the Buyer, and Ormantine shall have no responsibility or liability in connection therewith. Where Ormantine provides a product that requires special handling to avoid injury, then safe-handling instructions will be provided with the product. It shall then be the Buyer's responsibility to warn and protect its employees and others exposed to such risk during the storage and use of the product. The Buyer assumes all risk and liability for loss, loss of time, damage or injuries to persons or to property of the Buyer and others arising out of the presence or use of Ormantine products, except such statutory liability as may be provided for in Florida law. .*

*The Buyer shall have no remedy against Ormantine unless written notice of any non-conformity or breach is given to Ormantine within thirty days of receipt of the goods or service by the Buyer or his agent. Defects in the products or services supplied, notified in writing within the said period shall be rectified by Ormantine by either repair, replacement and/or refund of any purchase price paid, at Ormantine's discretion. Under no circumstance shall Ormantine be liable for damage consisting of loss of earnings, reduced revenues or any indirect or consequential damages. Ormantine's liability shall furthermore be limited to the net invoice value for the delivery or product or service with which the damage is connected. The Buyer shall indemnify Ormantine against any claim on whatever grounds from third parties which claim to have suffered from a product or service that Ormantine has supplied to the Buyer, or on the*

Buyer's behalf, except where the Buyer demonstrates that Ormantine, by virtue of the agreement or contract and the present General Conditions of Sale is liable for this damage to the Buyer, and must make recompense to the Buyer.

Under no circumstances shall any claim or suit be brought against Ormantine after the expiration of one year from the date of receipt of the product or service by the Buyer or his agent.

**Quality Assurance:** All Goods are manufactured and stored in accordance with the requirements of our Documented Quality Management System. All batches have a unique Lot Number for traceability. This Lot Number must be quoted, together with the Delivery Note Number, if Goods are returned for any reason.

Service / Analysis queries must be accompanied by appropriate Report Number, Customer Account Number and Customer Purchase Order Number.

**Warranty:** Ormantine warrants that all products manufactured by Ormantine and any analytical services provided by Ormantine and delivered to the Buyer shall conform to Ormantine's specifications and Quality Assurance System, or to such specifications or standards claimed by Ormantine when the product or service is sold. This warranty is in lieu of any other warranty expressed or implied. Ormantine makes no warranties for goods or services not manufactured or performed by Ormantine, except where any statutory rights are provided for by Florida law. Warranty periods commence with delivery to the Buyer or his agent, NOT when the goods are put into service. However, Ormantine will use its best endeavors to ensure goods are of the highest quality. New Systems are guaranteed for 12 months. Re-conditioned Systems are guaranteed for 6 months. Consumables are guaranteed to be of merchantable quality at the time of sale.

**Circumstances Beyond Control:** Whole or partial non-compliance, (including, but not limited to, failure of or delay in delivery or non-conformity of the product or service), shall not be attributable to Ormantine if it is caused or results from any cause beyond Ormantine's reasonable control, including, but not limited to, war or similar situations, acts of terrorism, revolt, sabotage, boycott, strikes, blockades, or any other labor conflict, shortage of raw materials or additives, failure of, shortage of or damage to machines and/or means of storage or transportation, government measures (including foreign governments), such as prohibitions on transport, import, export or production, the non-obtaining of required licenses or permits, natural disasters, fire, explosion, flood, emission of dangerous substances or gases.

**Payment:** Unless otherwise agreed, and without prejudice to the right to demand advance payment if Ormantine considers grounds exist for this, payment shall be made within 30 days of the date of invoice, except where specifically agreed to by Ormantine in writing. Ormantine is entitled to make partial deliveries and invoice them separately.

**Overdue Accounts:** In the event of failure to make prompt payment, the Buyer shall be in default, without any proof of default or summons being required, and shall immediately be liable for interest charges of 5% per month, or, if higher, the statutory rate, on the amounts outstanding. Part of a month is considered a full month in the context of interest charges. All costs, administrative, extra-judicial and judicial (including the costs of legal services), incurred by Ormantine in enforcing its rights against the Buyer, shall be for the Buyer's account. The administrative and extra judicial costs shall be at a minimum of 10% of the amount owed.

**Retention of Title:** All Goods and Services remain the Property of Ormantine until full payment has been received. Risk in the goods passes to the Buyer upon delivery to the Buyer's site or Agents. The Buyer shall remain a bailee only of the Goods until full payment is made. Where the Goods are hired or loaned to the Buyer, then risk in the goods remains with the Buyer or his Agent until the goods are received and signed for by Ormantine or Ormantine's Agent.

***Disputed Accounts:*** Any dispute regarding an Account must be notified, in writing, to Ormantine within ten days of the Delivery Date, beyond this period the invoice will be considered as valid and binding on the Buyer.

***Law of Contract:*** These Terms and Conditions of Sale together with any Contract with the Buyer, shall at all times be governed by Florida law. No statutory rights shall be deemed to be affected by anything contained within these General Conditions of Sale. Any disputes arising shall be only resolved by Florida law as applied in the US Courts. Ormantine terms shall take precedence over customer terms.