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MICRONOR INC.
TERMS AND CONDITIONS OF SALES

(Effective December 1, 2016)

GENERAL INFORMATION

MINIMUM ORDER:	$100.00
CURRENCIES:	All prices quoted are in U.S. Dollars (USD)
TRANSPORTATION:	Prices do not include these costs
INSURANCE:	Prices do not include these costs
INCOTERM:	FCA Camarillo, CA (ICC INCOTERMS, 1990)
GOODS:	Diversion contrary to US Law is prohibited
DUTIES:	Not included in destinations outside USA
TAXES:	Prices do not include taxes
PRICING:	All prices subject to change without notice

WARRANTY

MICRONOR INC. ("MICRONOR") warrants to the original purchaser ("BUYER") only, that the MICRONOR brand merchandise purchased by BUYER is free from defects in material or workmanship. This warranty expires twelve (12) months from the date of shipment.

OPTOCON AG ("OPTOCON") fiber optic thermometer products are warranted as follows: (1) FOTEMP series interface equipment is warranted for twelve (12) months from date of shipment and (2) TS Sensors, optical cables and feedthroughs are warranted for Workmanship Only as they are considered consumables.

If BUYER discovers within the warranty period a defect in material or workmanship, BUYER must promptly notify MICRONOR in writing. During the warranty period, MICRONOR will, at its option, either repair or replace any product that proves to be defective. These remedies are BUYER's only remedies for breach of warranty.

To obtain information in order to exercise this warranty, write or call your local MICRONOR representative, or contact MICRONOR Headquarters. You will be given assistance and return instructions. Send the goods, transportation and brokerage fees prepaid and at the BUYER's expense, to the indicated service facility. Repairs or replacement will be made and the goods returned, transportation prepaid at MICRONOR expense. Repaired products are warranted to be free from defects in material or workmanship for the balance of the original warranty period or at least ninety (90) days.

Any third party supplied products or items (Cables, computers, peripherals, plug-in cards, cabinets, etc.) as offered and specified as such in the quotation will be covered only by the original manufacturer's warranty. Replacement or repair costs of such items no longer covered under the original manufacturer's warranty are the responsibility of the BUYER. MICRONOR does not warrant any such third party supplied item or product.

MICRONOR is not responsible for broken or damaged customer supplied material when received in such condition or when damaged during production. Only in the case of damage caused by the gross negligence of MICRONOR will MICRONOR be responsible for damage to such components or units and MICRONOR's liability shall be limited at its option to either repair or replace the damaged item.

LIMITATIONS:

The Warranty contained herein does not apply to:

- Defects resulting from unauthorized modifications, misuse or improper mounting
- Fiber optic connector interfaces
- Fuses and AC line cords
- Other cables

The warranty contained herein is in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular use. In no event will Micronor be liable for any indirect, special, incidental or consequential damages based on breach of warranty, breach of contract, negligence strict tort or any other legal theory. This warranty is limited to the maximum price paid by the purchaser to Micronor Inc., excluding shipping, transportation or duties.

RENTAL TERMS

Monthly rental period begins on the day that the unit is delivered to the customer's dock and ends 1 month from same date. Annual rentals begin on the day that the unit is delivered to the customer's dock and ends 12 months from the same date.

Following the end of the rental period, the unit must be shipped back to Micronor by the following business day at the customer's expense - or subject to prorated charges in minimum increments of one week. If the rental unit comes back with damages, repair costs shall be billed to the customer.

If customer decides to purchase the equipment before end of rental term, 80% of the paid-up rental charges may be applied to the purchase price. The Buyout Price is the minimum of $100.00 or the difference between the List Price and the Rental Credit.

Short term rentals of 1-2 months the rental credit may be applied to purchase of the rental unit or may be applied to purchase of a different model. For models not available in stock, the customer must extend the current rental until the purchased unit is delivered.

For rentals of 3 months or more, the rental credit can only be applied to the rental unit.

Failure to maintain a continuous rental agreement or become arrears in payment shall void the rental credit. Micronor shall remind the customer that the rental agreement is up for renewal but it is the customer's responsibility to extend the rental or exercise a buyout before the end of the current agreement.

PAYMENT TERMS

Established accounts in good standing or new accounts with approved credit are offered payment terms of Net 30 days. Payments delinquent past 30 days of invoice date will be assessed 1.5% a month interest. This delinquent interest rate shall also be assessed for accounts with special negotiated terms.

Payment by Check must be addressed to the attention of Accounts Receivable, MICRONOR INC., 900 Calle Plano, Suite K, Camarillo, CA 93012, USA. All shipping and insurance (unless otherwise instructed) will be added to the amount of the invoice. Payment by (non-USA) international bank check is subject to a $38 surcharge.

Payment by Credit Card While MasterCard and VISA are accepted without any surcharge, orders paid via American Express are subject to a 3% surcharge. International Credit Card payments are subject to a $38 WIREFEE. All shipping and insurance (unless otherwise specified) will be added to the amount of the invoice and charged to the customer's credit card.

Payment by PayPal Orders paid via PayPal are subject to a 4% surcharge. Send PayPal payments to dennis.horwitz@micronor.com with note referencing applicable Quote#, Invoice# and Sales Order#.

Payment via COD is accepted for non-approved domestic accounts only. All UPS shipping, insurance and COD costs will be added to the amount of the invoice.

Electronic payments via Bank/Wire Transfer are accepted. Every international wire payment or international credit card transaction is subject to a $25 WIRE FEE line item surcharge covering intermediary and recipient bank wire fees. If a transaction involves a prepayment and then a final payment, then the invoice would be subject to two WIREFEE surcharges, etc. You must add all applicable wire/transaction fees (originating bank and other surcharges to the Gross amount that you instruct your bank or agent to send. Be aware how your bank handles wire transfers and what fees apply. For bank wiring instructions, please contact our accounting department.

Electronic payment via Automated Clearing House (ACH) system are accepted and not subject to the WIRE FEE surcharge. For bank wiring instructions, please contact our accounting department.

Any discrepancy in payments made to Micronor Inc. will delay your order and shipment.

SHIPMENT & INSURANCE TERMS

Unless otherwise specified, Domestic shipments will be sent UPS Ground and shipping charges prepaid and added to invoice. Insurance will not be added unless specified in the customer's purchase order.

All International Shipments require a shipping account with an established carrier – DHL, Federal Express, or UPS. Insurance (Declared Value For Carriage) will not be added unless specified in the customer's purchase order.

ORDER CANCELLATION

MICRONOR ERRORS: Any item returned as a result of MICRONOR error can be returned for full credit within thirty (30) days of receipt. Returned items must be unused and unopened and are subject to inspection. MICRONOR pays freight on any item properly returned as a result of MICRONOR error.

STANDARD OFF-THE-SHELF ITEMS: Any order canceled before shipment by the BUYER may be subject to a 50% cancellation charge at the discretion of MICRONOR. Any other cancellation after shipment to the BUYER may be subject to a 50% restocking charge if returned within ten (10) days of receipt. Items already received by the BUYER and to be returned for full credit must be unused and unopened and are subject to inspection by MICRONOR. BUYER pays freight on any item returned as a result of a canceled order. With few exceptions, products manufactured and supplied by Micronor are Made-To-Order items. If in doubt whether a product is standard or made-to-order, it is your responsibility to ask before an order is placed.

MADE-TO-ORDER ITEMS: Unless cancelled within twenty four (24) hours of order placement, the order cannot be cancelled or returned for credit.

RETURN OF MATERIAL

The return of any item or material to MICRONOR for whatever reason cannot be made unless a Return Material Authorization (RMA) number has been assigned by our customer service department (call 805/389-6600 or fax 805/389-6605 or e-mail to sales@micronor.com to obtain an RMA number and shipping instructions). At that time, a return procedure will be provided. Any return without a proper RMA number will be automatically returned at the sender's cost.

PACKAGING

MICRONOR provides packaging and all necessary packaging materials as a service to our customers. MICRONOR does not, however, guarantee the packaging and MICRONOR does not guarantee arrival of the shipment or bear any risk of loss or damage to a product during shipment if the product is shipped FCA Camarillo, CA

QUESTIONS?

Contact Dennis Horwitz, VP-Sales & Marketing, via telephone, fax or email to dennis@micronor.com

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