

TERMS OF SALE

1. EXW Tucson, AZ.
2. Damaged or lost shipments are consignee's responsibility and claims should be filed with carrier.
3. Discrepancy claims will not be considered unless OTEK is notified in writing within 48 hours of delivery.
4. Delivery will be as scheduled, however, OTEK does not accept liability for late delivery.
5. Payment Terms:
-**Domestic New Customers:** 100% due to release for shipment OR if order exceeds \$10,000 USD then 50% deposit with the order and 50% balance to release for shipment. May pay with check, credit card or wire transfer (check must clear to release shipment).
-**Existing customers:** may prepay by check, credit card or by wire transfer. Net 30 terms are available to domestic customers only for subsequent orders with OTEK approval. Contact accounting department for credit check procedure.
-**International Customers:** 100% Prepay (50% deposit with the order and 50% balance to release for shipment).
6. \$100 minimum order otherwise prepayment will be required.
7. A \$10 handling charge will be added to all orders under \$50.
8. OTEK is NOT liable for the late delivery, consequential damages, attorney fees, design changes due to availability of components or force majeure.
9. Placing an order after receipt of this quotation means the customer acknowledges and accepts these terms.

CANCELLATIONS, RESTOCKING, & RESCHEDULING

1. No charge for order cancellation within 24 hours.
2. Cancellation **prior** to shipment of order: 25% cancellation fee.
3. Return of Goods: 25% restocking charge; items must be unused and in original containers.
4. Rescheduling of blanket order may be subject to price change.
5. Special modifications denoted by a "C", "9" or an "X" in the part number are non-returnable/non-cancellable without the approval of OTEK.

MISCELLANEOUS CHARGES

1. Conformal coating — \$50/board (depends on options included)
2. "Look up" Charges — \$75
3. Custom Calibration — \$35
4. Certificate of Calibration — \$50/Instrument
5. Certificate of Origin — \$25/Shipment

EXPEDITING / HANDLING CHARGES

1. 10% per week (or a fraction thereof) of improvement over quoted standard lead time. Not to exceed 50% of order total.
2. U.S. Postal or Airfreight — \$10/Shipment
Airport to Airport — \$50/Shipment
3. Outside U.S.A. — \$25/Shipment
4. Minimum Order — \$50
5. Minimum shipping/handling charge — \$10

LIFETIME WARRANTY

OTEK Corporation warrants all its products for life based on the following conditions:

1. Warranty to the original buyer of the product
2. OTEK is not liable for consequential damages of any kind.
3. The product has not been altered, repaired, modified, or in any way tampered with, and has been used per manufacturer published specifications.
4. OTEK's judgement of the reason of failure and liability is final.
5. Replacement parts are still commercially available and/or a direct replacement exists.

QUOTATIONS

1. Quotations are valid for 30 days or otherwise stated by OTEK.
2. All standard part numbers (not custom) are governed by OTEK's published specifications and subject to improvements.
3. Custom Part Numbers:
 - a. **Customs** are governed by OTEK's and Customer's specifications as accepted by OTEK through Customer's purchase order.
 - b. **Customer's RFQ and purchase order must have identical specifications attached. Otherwise the purchase order will be rejected.**
 - c. Customer's specifications limited to 5 pages or 10 line items for free; any additional pages will be charged \$50/page. If OTEK must seek legal advice customer will be charged \$200/page.
4. All custom orders require 50% deposit - non-cancellable or re-scheduled.

CUSTOM SPECS COMPLIANCE

1. OTEK will design the product(s) in accordance with agreed-upon customer specifications and make any subsequent changes at no additional cost to customer if product does not meet said specs.
2. Customer is responsible for the testing and its cost. The selection of the qualifying agency is at no cost or penalty to OTEK.

MIL-SPEC / CLASS1E SPECIFICATIONS

Technical Requirements:

1. The meters will be manufactured as basic components in accordance with the requirements of OTEK's 10CFR50 Appendix B Quality Assurance program.
2. The meters shall be new and non-refurbished.
3. The Engineering Qualification Report will be written in accordance with the requirements of OTEK's 10CFR50 Appendix B Quality Assurance program.
4. The Nuclear Power Station will audit OTEK's 10CFR50 Appendix B program at their own expense.
5. Technical requirements to be defined in the official RFQ.
6. All 3rd party acceptance tests (if required) are to be performed at the customer's expense. OTEK's only responsibility and liability is to re-work the purchased test specimen as required until it's accepted at no additional cost to the customer.
7. Grades "M" & "E" customer's RFQ must include all specs to be met and any import restrictions, burn-in, and documentation req. (ie. DFARS, Certification of Compliance, test, origin, etc)

Terms: The quoted schedule is dependent on client optional Quality Assurance witness and hold points not causing excessive delays. If approvals are not returned on time as required by OTEK, the delivery will be delayed and OTEK is not held responsible. Standard Client Turnaround for Documents: 2 weeks or as specified by OTEK. Expedited Client Turnaround for Documents: 1 week or as specified by OTEK.

RETURN OF GOODS / REPAIRS

1. Must have our RMA # on the shipping label, freight prepaid to:

OTEK Corp.
4016 E. Tennessee Street
Tucson, AZ 85714, U.S.A.
2. Repairs - Please include description of failure with a schematic of the hookup.
 - a. If out of warranty (misuse), charges will not exceed 35% of the original value of the instrument unless the failure is catastrophic.
 - b. If catastrophic, customer will be notified and item(s) returned unless OTEK is instructed otherwise. All repairs are returned with a report indicating the probable cause and itemized charges.
3. Please include your name, phone, email, and fax number on the paper work. Return freight charges are on customer's account.