

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 \$10,000USD 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. Contact accounting department for credit check procedure.
 - International Customers: 100% Prepay (50% deposit with the order and 50% balance to release for shipment). A \$100 processing fee will be assessed on all international orders.
6. \$100 minimum order otherwise prepayment will be required.
7. A \$10.00 handling charge will be added to all orders under \$50.00.

QUOTATIONS

1. Quotations are valid for 30 days, or otherwise indicated.
2. Blanket orders are valid for the term specified.

**CANCELLATIONS, RESTOCKING,
RESCHEDULING**

1. No charge for order cancellation within 24 hours.
2. Cancellation **prior** to shipment of order: 25% cancellation charge.
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.

MISC. CHARGES

1. Conformal Coating: \$50 per 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

CONDITIONS & DEFINITIONS

1. END USER uses instruments at their facility for testing, quality/process control, etc.
2. OEM incorporates our products in to theirs. Proof is required by means of providing a brochure of the products they manufacture.
3. SYSTEM INTEGRATOR uses multi-vendor equipment and designs, builds, tests and installs the system, delivering a "turnkey" system to its customer. Proof is required by means of a company profile or web site.
4. BLANKET ORDERS minimum 100 pcs., 25 pcs. per release
5. CUSTOM PART NUMBERS containing a letter "C" or number "9" on its part number qualify for 1/2 of the scheduled discount
6. CUSTOM SPECS COMPLIANCE see Terms & Conditions section.

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 specifications.
2. Customer is responsible for the testing and its cost. The selection of the qualifying agency is at no cost or penalty to OTEK.

RETURN OF GOODS/REPAIRS

1. Must have our RMA number 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. If out of Warranty (misuse), the charge will not exceed 35% of the original value of the instrument unless the failure is catastrophic. In this case, the 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 and fax number on the paper work. Return freight charges are for customer's account.

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 — \$10.00/Shipment
Airport to Airport — \$50.00/Shipment
3. Outside U.S.A. — \$25.00/Shipment.
4. Minimum Order — \$50.00
5. Minimum shipping/handling charge: \$5.00.

OTHER TERMS AND CONDITIONS

1. OTEK is NOT liable for the late delivery, consequential damages, attorney fees, design changes due to availability of components or force majeure.
2. Placing an order after receipt of this quotation, the customer acknowledges and accepts these terms.

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.