



## Terms and Conditions of CAES APD Website Orders

### Warranty

Seller warrants for a period of 30 days from the date of shipment that the products delivered will conform to the specifications and be free from defects in workmanship and materials. Buyer's exclusive remedy under these warranties, if any, is limited at Seller's election, to any one of (a) refund of Buyer's purchase price, (b) repair by Seller or the manufacturer of any products found to be defective, or (c) replacement of any such product. Seller disclaims any warranty for: (a) products damaged by the Buyer or used in a manner other than specified by Seller; or (b) products damaged by external factors such as, but not limited to, failure of electrical power.

Buyer acknowledges that except as specifically set forth or referenced in this paragraph, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTIES OR GUARANTEES OF ANY KIND OR DESCRIPTION (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE), WHETHER STATUTORY, EXPRESS, OR IMPLIED. THE FOREGOING REMEDY OF BUYER FOR ANY FAILURE OF THE PRODUCTS TO MEET ANY WARRANTY IS EXCLUSIVE. BUYER EXPRESSLY AGREES THAT THE LIABILITY OF SELLER UNDER ANY WARRANTY SHALL NOT INCLUDE DAMAGE TO OR LOSS OF PROPERTY OTHER THAN THE PRODUCTS PURCHASED; LOSS OF PROFITS OR REVENUE; INCREASED COSTS OF ANY KIND; CLAIMS OF CUSTOMERS OF THE BUYER; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

### Returns

Prior to returning a product for repair, Buyer shall obtain from Seller a Return Material Authorization (RMA) number by emailing [sales@coloradoengineering.com](mailto:sales@coloradoengineering.com). When Seller's products are returned for repair, replacement, or other adjustment, no credit allowances, repairs, or replacements will be affected until Seller confirms a non-conformance or defect, and, that the non-conformance or defect is Seller's responsibility consistent with the terms of the standard warranty. **All domestic transportation costs and risk of loss of goods returned to Seller are the responsibility of Buyer unless the Seller confirms its responsibility. All international transportation costs and risk of loss of goods returned to Seller are the responsibility of Buyer.** Seller's total liability for returns are strictly limited to reasonable transportation costs and repair, replacement, or credit at its option. All reasonable costs associated with the return, test, inspection, and reshipment of goods where Seller could not confirm a defect or non-conformance shall be the responsibility of Buyer.

### Cancellations

All orders are non-cancellable. No products may be returned by the Buyer to the Seller for any reason except in accordance with the applicable warranty or otherwise agreed to in writing by the Seller.

### Delivery

Prices are EXW Seller's facility (INCOTERMS 2010). Prices do not include any shipping, taxes, freight, handling, duty, or other similar charges, payment of which will be the sole responsibility of Buyer. The Seller is not responsible for any extra charges once the original package is shipped from its facility. Delivery dates are estimates only and Seller shall not be liable for any loss or damage by reason of any delay in delivery or for causes beyond Seller's control, or for failure to give notice of delay in delivery. **Please note: All products may be subject to delivery delays due to QA testing and component availability.**

### **International Orders**

All international customers will be contacted by our sales team shortly after their order is processed. An end-use agreement will be sent to each international customer to complete, sign, and return. International shipments will typically incur additional fees in the form of duties and taxes. These fees are the Buyer's responsibility and are in addition to the shipping costs charged during checkout. International duties and taxes will be charged and billed by our shipping company, FedEx, directly to the recipient at the time of shipment. This bill will automatically be sent to the shipping address, even if the billing information was different at the time of order. As an alternative, international duties and taxes may be billed to a third party, which requires a valid FedEx account number prior to the date of shipment. If you choose the third-party billing option, please send the FedEx account number to [sales@coloradoengineering.com](mailto:sales@coloradoengineering.com) as soon as possible after ordering. Please note: Some countries require duties and taxes to be paid before delivery. If the duties and taxes are not paid in a timely manner, the item(s) purchased may be returned to Seller.

Seller is unable to ship products to countries embargoed by the US Government including Iran, North Korea, Sudan, Syria, Cuba, Russia, China, and countries not serviced by FedEx. Products are subject to applicable US export controls and regulations.

### **Exporting**

Buyer warrants that the goods or services sold to it by Seller are not purchased for re-export outside the country of destination listed on the order, unless agreed to by Seller, and in no case if prohibited by the laws of the United States. Buyer agrees to indemnify, defend, and hold Seller, its employees, officers, directors, and representatives harmless from and against any claims, liabilities, damages, and demands resulting from Buyer's or its employee's acts or failure to act or comply with these requirements. Buyer certifies that it complies with all applicable laws, including the labor laws and regulations (including fair labor standard laws) and anti-bribery regulations (including the FCPA and UK Bribery Act) in the jurisdiction(s) where it operates.

### **Limitation of Liability**

Unless specifically otherwise agreed to in writing by Seller, Buyer acknowledges that products sold by Seller are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Buyer will indemnify and hold Seller harmless from any loss, cost, or damage resulting from Buyer's breach of the provisions of this paragraph.

Except for the exclusive warranty remedy described above, SELLER WILL NOT HAVE ANY LIABILITY OR OBLIGATION TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN SELLER'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, COST, OR REPLACEMENT GOODS OR SERVICES (COVER), CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT BUYER WILL HAVE INFORMED SELLER OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES. IN NO EVENT WILL SELLER'S LIABILITY, REGARDLESS OF BASIS (INCLUDING TORT, CONTRACT, INDEMNIFICATION, OR OTHERWISE), EXCEED THE PRICE PAID FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.