

All products and services sold by Angstrom USA, Inc., dba Angstrom, Inc., carry the following terms and conditions, which supersede any customer terms and conditions or directions that may accompany the customer's purchase order. Orders may be held to await written clarification if precedence is not discernable.

PRICING

Prices of quoted products and services are valid for thirty days, unless otherwise stated in a written quotation. Verbal quotations and written quotations are subject to change without notice. Orders for products or services that do not reflect current prices will be held until confirmation of correct pricing is received.

ORDERS

Orders are processed in the order received. Orders for instrumentation (spectrometers, pulverizers and presses) are scheduled for production in the order received. Accommodation for urgent orders may be made at our discretion and at additional cost.

MINIMUM ORDER

Minimum order for products or service is \$50. Orders received for less than this amount will be held until confirmation of additional product or service to meet or exceed this minimum, or acceptance of a \$50 minimum order charge is received.

PAYMENT TERMS

Unless credit terms have been extended, orders must be prepaid in US funds by check, credit card, ACH payment or wire transfer. Invoices paid by credit card are subject to a 5% processing charge.

CREDIT TERMS

Credit terms of Net 30 Days may be granted upon application by the customer and with written confirmation by Angstrom, Inc. Approved credit terms are valid for an individual order only, and these terms may be revoked without notice in cases of late payment. Past due invoices are subject to collection fees, including attorney fees and finance charges, up to the maximum percentage allowed by interstate and/or intrastate commerce law.

FOB POINT

Unless otherwise quoted, shipping terms are EX WORKS, with an origin of Belleville, Michigan. Title for shipped goods passes to the customer upon delivery to the carrier.

SHIPPING COSTS

Shipping costs will be prepaid by Angstrom, Inc. and added to invoices for customers with established credit terms. At the customer's request, shipping charges can be billed directly using the customer's UPS, Fedex, DHL, Purolator, or common carrier account provided that account number is given at time of order.

FORCE MAJEURE

Unless otherwise agreed prior to shipment, Angstrom, Inc. shall bear no responsibility for any failure to meet promised delivery dates. Angstrom, Inc. shall not be liable for any loss or damage due to delayed delivery or non-delivery caused, in part or in whole, by any acts of God, fire, strikes, floods, accidents, riots, lockouts, damages or losses in transportation, blockage, embargoes, insurrections, mobilization or any other actions of government authorities, any non-governmental restrictions, equipment failures, power failures, non-performance of any third parties or other causes beyond control of Angstrom, Inc.

RETURNS

Any return of invoiced merchandise for credit or refund is subject to a 20% restocking charge.

WARRANTY

Angstrom, Inc. warrants all manufactured products and accessories to be free from defects in operation or workmanship for ninety days, except electronic components which are sold without warranty, and are subject to repair or replacement at the option of Angstrom, Inc.

SOFTWARE LICENSE

Any software provided with Angstrom products remains the property of Angstrom, Inc. and may not be used by anyone other than the original purchaser. Angstrom, Inc. grants the customer a license to use this software with the original equipment purchased and the customer may not lease, resell nor modify the software in any way.

INSURANCE

Insurance from the carrier for the value of a shipment sent by express courier, common carrier or by air cargo freight collect will be ordered and included with the collect charges. As title passes to the customer upon delivery to the carrier, it will remain the responsibility of the customer to file any insurance claim in the event of damage or non-delivery.

Insurance for shipments with a value in excess of \$16,000 and for all shipments delivered by Angstrom personnel will be ordered and paid by Angstrom, Inc.

Commercial insurance, specifically general liability with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; workers compensation insurance with limits of \$1,000,000; and automobile liability of \$1,000,000 combined single limit shall be maintained to cover any on-site service requested. Any further insurance requested or amendments to include the customer as an additional insured may be made available upon request, the cost of which shall be borne by the customer.

DISPUTES

All disputes shall be governed by the laws of the State of Michigan.

NON-WAIVER AND SEPARABILITY

The failure to exercise any right or provision of the terms and conditions herein by Angstrom, Inc. shall not constitute a waiver of such right or provision. Should a court of competent jurisdiction hold any provision of these terms and conditions to be invalid, all other provisions of these terms and conditions shall remain in full force and effect.