

# Terms and Conditions of Sales

1: Limitation of Liabilities: In no event will Weinschel Associates be held liable for incidental or consequential damages. Customer shall indemnify and hold harmless Weinschel Associates from such damages. Buyer's exclusive remedy against Seller for any reason, whether due to performance, negligence, or defects shall be the repair, replacement, or return for credit of such goods, at the Sellers option.

2: Prices: Prices are subject to change without notice. Prices are exclusive of any other taxes and or fees resulting from purchase of the Weinschel Associates products. Prices are FOB Mount Airy, MD unless otherwise agreed upon in writing. Prices do not include any freight, insurance, taxes, or extra fees unless specifically quoted and agreed to.

3: Sales Tax: Sales Tax will be charged to Maryland customers, but to no customer from other states, and such sales tax once collected will only be remitted to Maryland.

4: Warranty: All Weinschel Associates products are covered by a 2-year limited warranty from date of shipment. This warranty is limited to 1: replacement of the product, or 2: repair of the product, or 3: credit for the purchase price of the product.

5: Export Control: Customer agrees that Weinschel Associates products are subject to US export laws and customer agrees to comply with all such laws. including but not limited to the regulations of ITARS, Department of Commerce, US Customs and Border Protection, US Department of State and the US Department of the Treasury.

6: Technical opinions from Weinschel Associates are provided as a service only, and customer agrees to indemnify Weinschel Associates from any damages resulting from such opinions.

7: Intellectual property: Weinschel Associates drawings, text, images, logos, digital images, the Weinschel Associates website, and any Weinschel Associates digital content are proprietary to Weinschel Associates and shall not be used for any purpose -other than for the purchase of Weinschel Associates products – without written authorization from Weinschel Associates. Weinschel Associates Intellectual property is protected by, but not limited to, US Copyright laws, Trademark laws, & IP laws.

8: Force Majeure: Weinschel Associates shall not be liable for damages due to circumstances beyond its control, such as flood, unforeseeable disruption of supplies, etc.

9: Acceptance of orders: all orders are subject to acceptance by Weinschel Associates in writing. All sales are final and may not be cancelled or rescheduled unless agreed to by Weinschel Associates in writing.

10: Cancellations and Returns: Goods may be returned only with the prior written authorization of the Seller in its sole discretion; usually only unopened and unused parts will be accepted for

return. An RMA number will be assigned to the Buyer by the Seller & must be used when returning the product. Any goods so returned shall be subject to a 25% restocking fee. Shipping charges are nonrefundable.

11: General: These terms and conditions may not be modified without Weinschel Associates written agreement. The jurisdiction for any legal disputes will be Carroll County, Maryland.