

ARS TERMS & CONDITIONS OF SALE

Payment Terms: For all **DOMESTIC (U.S.)** orders of standard (i.e. non-custom made) products or services valued under \$5,000.00, terms are C.O.D. or NET 30 for all accounts in good credit standing. For all orders of any products or services valued at \$5,000.00 or greater, or for any orders of custom-made (non-standard) items, require a 50% Pre-Paid DEPOSIT at the time of ordering (prior to commencement of any new work or shipments of goods), with the remaining balance due C.O.D. or NET 30 for active accounts in good credit standing, OR the order can be placed by major Credit Card and then the Pre-Payment DEPOSIT would NOT be required.

For all **INTERNATIONAL (Non-U.S.)** orders of any products or services, valued at any amount, 100% Pre-Payment must be received prior to shipment if such order is to be paid by any type of check or bank wire transfer, OR the order can be placed by major Credit Card and then NO Pre-Payment would be required.

Payment Methods: All payments made to ARS, Inc. for any goods or services must be made in U.S. DOLLARS only. Payments can be made by company checks, certified bank checks, money orders, major credit cards (VISA, MasterCard, American Express, or Discovery Card), U.S. Federal & State government purchase cards, direct-deposit, or bank-to-bank wire-transfers (there is a \$20.00 service charge for wire-transfers). All international checks, money orders or drafts received must clear through the Federal Reserve Bank and funds collected prior to shipment of order. There is a \$30.00 service charge for any checks returned by the bank for non-payment.

All Pre-Payments or 50% DEPOSITS that are made by checks or money orders should be sent via courier (trackable) mail services to the below address. Purchasers may use UPS (United Parcel Service) overnight letter and charge the shipping of the pre-payment/DEPOSIT Freight Collect to ARS's UPS account number (call for account number):

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| <u>Send all Pre-Payments/DEPOSITS to:</u> | Analytical Research Systems (ARS), inc. | Tel: + (352).466.0051 |
| | <u>ATTN:</u> New Order Deposits | Fax: + (352).466.0055 |
| Federal Tax ID# 59-3386389 | 12109 South US Hwy 441 | |
| Florida Tax ID# 11-00-035610-63-1 | Micanopy, FLORIDA 32667 USA | Email: info@ars-fla.com |

Call ARS administration for bank routing and account information for all bank-to-bank wire transfers or electronic deposits.

Price and Specifications: All prices and specifications of any products or services are subject to change without notification. All prices and specifications listed on ARS issued quotations are guaranteed for the duration stated on the quotation. Any special pricing or specifications issued under a written contract are guaranteed under the terms of such contract. The purchaser is completely responsible for reviewing and insuring all product specifications meet their specific requirements.

Warranty: Unless otherwise stated in a specific written contract signed by ARS, all products manufactured by ARS are fully guaranteed to be free of material and workmanship defects and perform to product specifications, and are covered by a full one (1) year parts and labor warranty. After the one year warranty period, ARS will continue to offer repair services on its products for the life of the product on a billable basis, and will charge the current ARS hourly rate charge for technical services plus the costs of any parts needing replacement. Additionally ARS will provide free over-the-telephone technical consultation and support for the life of the product. All products manufactured by other companies and sold by ARS are guaranteed as stated by the respective manufacturer's terms and warranties. Any modification to a product voids this warranty. This warranty is also voided due to physical abuse or damage by dropping, use of the product inconsistent with its manufactured and specified intent, over-pressurization, water damage (unless designed to be water-proof), excessive heat or fire, and electrical damage due to lightning or power company surges or brown-outs (i.e. no surge/UPS protection). Liability under this warranty is expressly limited to the repair or full replacement of defective components or products at the option of ARS. Products returned to ARS for servicing shall be received prepaid. ARS shall likewise return all repaired or replaced products prepaid to the customer.

ARS TERMS & CONDITIONS OF SALE - Continued ...

Limitation of Remedy and Damages: The exclusive remedy of the buyer with respect to the transactions contemplated herein shall be the repair or replacement of said products, as set forth under "Warranty". Except as herein provided, every form of liability for direct or consequential damage for loss, arising from contract, tort, or otherwise, is expressly excluded and denied, including without limitation, loss or damages to buildings, contents, products, production output or persons.

Shipping: All products are shipped fully insured by trackable courier (UPS, FEDEX, Airborne Express, DHL, etc...). Various levels of delivery service are available and it is the purchaser's choice to choose the method and speed of delivery. The purchaser agrees to pay all shipping related charges unless other arrangements have been agreed to. ARS's responsibility for the condition of all products ceases on delivery of those items in good order to the carrier (FOB-Origin). All shipments are fully insured for replacement value in case of damage or loss in transit. The purchaser/customer assumes all responsibility for the goods upon signature for delivery. It is the purchaser/customer's responsibility to inspect the shipment immediately upon receipt. ARS shall incur no liability for damage, shortages, or other cause alleged to have occurred at or prior to delivery to the customer unless the buyer shall have entered full details thereof on its receipt to the carrier upon delivery. The purchaser/customer must inspect the products upon delivery and notify ARS within seven (7) business days of the delivery date, and keep all packaging materials, boxes, and damaged goods available for inspection so that a claim may be processed against the carrier. Failure to notify ARS within this period and maintain all shipping materials and contents may result in denial of any claims for loss or damage by the carrier, and free the carrier from any financial responsibility.

DOMESTICS (U.S.) orders are shipped F.O.B.-Destination by default and are pre-paid and added to the invoice unless the purchaser requests a specific carrier and provides an account number or credit card for that carrier to charge Freight Collect.

INTERNATIONAL (Non-U.S.) orders are shipped F.O.B.-Origin by default and the purchaser is responsible for providing ARS with an account number for any shipping company the purchaser wishes to use. ARS will only ship items Freight Collect on a billable account number (or optionally a credit card) for all freight charges, product insurance, import duties and taxes.

Cancellations: All requests for cancellation in total or part of any purchase order must be received by ARS in writing prior to ARS's shipment of any goods or within ten (10) business days from ARS's initial receipt of order, whichever comes first; otherwise the purchaser is contractually obligated to fulfill the original purchase request/order. For all purchase orders cancelled prior to shipment and within the first ten (10) business days after initial order, the purchaser is financially liable for all work done to date as well as any components purchased for the order prior to receiving the notice of cancellation, along with a 10% cancellation service charge (this 10% service charge does not apply to any orders cancelled within the first 24 hours after initial order placement). All prepaid deposits will be returned less the cancellation service charge (if applicable) and any other charges that may have occurred in processing the original order as mentioned above.

Returns: Only returns authorized by ARS with a valid Return Authorization (RA) number will be accepted. All purchases of custom-made products are non-returnable after shipment (other than warranty claims). Any standard (i.e. non-custom made) product may be returned only if a request for a return authorization is made to ARS within the first thirty (30) days after receipt of goods. All returns will only be accepted if such items are in new (un-damaged), working and re-sellable condition, and are to be replaced by another ARS product. ARS shall have reasonable time to investigate the reason for the return, and if ARS accepts such return, ARS will only issue a credit for purchase against any other ARS product or service.

Agreement, Law and Forum: These "Terms and Conditions of Sale" are intended by both the purchaser and ARS to be their final expression of their agreement and is as a complete and exclusive statement of the terms and conditions of sale. Any subsequent modification(s) of this agreement may be made only if both parties agree to such modifications in writing, and that the amended or new agreement must be signed by both parties before it can be considered binding. All agreements, contracts and transactions between ARS and the purchaser shall be governed and construed in accordance with the laws of the State of Florida, United States. The venue for settling any disputes or breach of contract shall be in the 8th Circuit Court of Florida, in Alachua County Florida.

Certifications: ARS is a Florida registered corporation and a small business entity (non-minority/non-woman owned). ARS is a qualified U.S. Military, Federal, State & Local Government contractor, and is TPIN registered with the Defense Logistics Agency and is VETS-100 Compliant. ARS follows GMP to comply with U.S. DOD/ Military MIL-SPEC, NASA-SPEC, ASTM and FDA requirements. ARS's facilities are operated in strict accordance with all U.S. Federal (CFR) policies regarding employment and security. ARS is an equal opportunity employer and prohibits discrimination on the basis of race, color, sex, age, handicap, religion, or national origin. ARS conducts drug testing on all employees to insure a drug free work place exists.