



Please read this agreement carefully. It contains the Terms and Conditions of Sale that apply to the purchase of products from Government Scientific Source ("The Company"). Any different or additional terms set forth in customer's purchase order or similar communication are objected to and shall not be binding on the company unless a separate agreement has been signed by an authorized officer of The Company. By placing an order for products from The Company, or by accepting delivery of the products described on the applicable packing slip, bill of lading and/or invoice received with the products, you agree to be bound by and accept these Terms and Conditions of Sale.

1. **AVAILABILITY AND PRICING:** Catalog product listings, specifications, availability, and pricing are subject to change without notice. Orders are not binding upon the Company until accepted by an authorized representative of the Company. Prices listed in the catalog and charges discussed herein are in U.S. dollars. Some products may not be available for shipment outside the United States. The Company reserves the right to refuse service, terminate accounts or cancel orders at its sole discretion. The Company may also change or modify these Terms and Conditions of Sale from time to time without notice. Prices shown herein reflect the latest information available at the time of the printing of the catalog or uploading of an electronic catalog. Prices charged will be those prevailing when an order is placed. For scheduled deliveries over 60 days, the Company reserves the right to charge the Customer the price of the products at shipment if higher. The Company's quoted prices do not reflect the cost of accommodating Customer's purchases via credit card or any third-party procurement services, software or e-commerce providers and the Company may accordingly pass through the additional charges incurred as a result of Customer's use of such purchasing methods. Prices shown do not include any Federal, State or local taxes or any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Customer. Orders are accepted with the understanding that such taxes will be added, as required by law. The Company charges local sales tax unless Customer has a valid sales tax exemption certificate on file with the Company.
2. **C.O.D.S:** If your C.O.D. order total is over \$5,000.00 you must pay with a certified check, money order, or cashier's check. For orders of \$5,000.00 or less, please contact your Company sales representative for payment options.
3. **CREDIT CARDS:** We accept credit and procurement cards from American Express®, MasterCard, VISA®, and Discover.
4. **RETURNS:** Permission for return of products must first be secured from the Company in writing. Products returned without a Return Material Authorization Form will not be accepted. Return Material Authorization Requests showing shipper or invoice number, date, quantities of items and catalog number will be acted upon promptly. All Return Material Authorizations are conditional and are not final until the product is received and inspected by the Company. Credit will be issued at the original price charged less handling and transportation charges, where applicable. Returns may be subject to a minimum 15% restocking charge. All claims for shortages must be made within 72 hours of receipt of product.
5. **INTERNATIONAL ORDERS:** The minimum export order is \$250.00. Export orders requiring special handling, packaging, and documentation are subject to additional charges. Export orders are accepted on the basis of payment in advance of shipment by a check in U.S. funds, wire transfer, international money order, credit card, or acceptable letter of credit. Prices are FCA Company Warehouse in accordance with Incoterms 2000 and do not include insurance, freight, brokerage, duty or taxes.
6. **EXPORT CONTROLS:** Products purchased or received under these Terms and Conditions of Sale are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the products or services hereunder. Customer shall be responsible to obtain any license to export, re-export or import as may be required.
7. **SHIPPING & HANDLING/DELIVERY:** All U.S. domestic shipments are FCA Shipping Point in accordance with Incoterms 2000 and in all cases title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Customer (without regard to which party pays for the shipping costs). Company and carrier handling charges apply. Next Day and Second Day Air Service is available within the 48 contiguous states, Alaska, Hawaii, and Puerto Rico. Delivery dates provided in advance are estimates only and shall not represent fixed or guaranteed delivery dates. Export shipments are on the basis of FCA Company Warehouse in accordance with Incoterms 2000, with the Company charging separately for the costs, insurance, and freight to bring the products to the named place of destination.
8. **HAZARDOUS APPLICATIONS PROHIBITED:** THE COMPANY'S PRODUCTS ARE NOT RECOMMENDED OR AUTHORIZED FOR SAFETY, LIFE SUPPORT, SURGICAL IMPLANT, NUCLEAR, MILITARY OR COMMERCIAL AIRCRAFT APPLICATIONS, OR FOR ANY USE OR APPLICATION IN WHICH THE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY. Customer assumes all risk and liability for use in such applications and agrees to indemnify the Company for all damages that may be incurred due to use of the Company's products in these prohibited applications.
9. **WARRANTY & LIMITATION OF LIABILITY:** Products are sold by the Company with such warranties as may be extended by the manufacturer of the product(s), and there are no warranties for value added services, services bundled with the products, or other services provided by the Company. COPIES OF THE MANUFACTURERS' WARRANTIES ARE AVAILABLE PRIOR TO THE PURCHASE OF PRODUCTS BY CONTACTING THE COMPANY. THE COMPANY MAKES NO OTHER WARRANTIES AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND USE IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS AND THE COMPANY SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S IMPROPER SELECTION OF A PRODUCT FOR A PARTICULAR APPLICATION OR OTHERWISE. No warranty will apply if its products are in any way altered or modified after delivery by the Company.

THE COMPANY'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR CONNECTED IN ANY MANNER WITH THE SUPPLYING OF ANY PRODUCTS OR SERVICES HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE ALLOCABLE TO SUCH PRODUCTS OR PART THEREOF INVOLVED IN THE CLAIM, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE



AND FOR PROPERTY DAMAGE AND DEATH) OR OTHER GROUNDS, SHALL NOT IN ANY EVENT EXCEED THE PRICE ALLOCABLE TO SUCH PRODUCTS OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT. IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUES, SALES, DATA, BUSINESS, GOODWILL OR USE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT WITHOUT THIS LIMITATION OF LIABILITY THE COMPANY WOULD NOT HAVE AGREED TO THE PRICE OR TERMS AND CONDITIONS OF THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH HEREIN APPLIES BOTH TO PRODUCTS AND SERVICES PURCHASED OR OTHERWISE PROVIDED HEREUNDER. Any cause of action against the Company must be instituted within 1 year from the date of purchase or provision of the products or services.

If the Company provides Customer with advice, training, applications support, or other assistance which concern any products supplied hereunder, or any equipment, system or the like in which the product may be installed, the Company's giving of such advice or assistance will not subject the Company to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

10. **CATALOG DESCRIPTIONS:** All specifications, drawings and particulars of weights, dimensions, capacity or other details contained in the Company's catalogue(s) are intended to give a general description of the products only and will not be part of this Agreement. If the product description in the catalogue(s) differs from the manufacturer's description the manufacturer's description will be deemed correct.
11. **INTELLECTUAL PROPERTY RIGHTS:** The products offered for sale by the Company may be subject to patent, trademark, copyright, design and other rights of third parties. The Company shall not be responsible or liable in the event of any claim of infringement of any such rights.
The Company's entire catalogue(s) and web site(s), including without limitation, the content of the catalogue(s) and web site(s) is copyrighted as a collective work under United States laws and applicable international copyright laws and the Company owns the full copyright in its catalogue(s) and web site(s), including without limitation in the selection, coordination, arrangement and enhancement of the content contained therein.
Except as stated below, none of the materials in the Company's catalogue(s) or on its website(s) may be reproduced, distributed, republished, downloaded, copied in any form or by any means, displayed, posted, transmitted, modified, translated, added to, updated, compiled, or abridged without the prior written permission of the Company. Customer may download, store, print and copy selected portions of the content in the Company's catalogue(s) and web site(s) provided Customer: (1) only uses the content downloaded, stored, or printed for furthering Customer's business with the Company; (2) does not publish or post any part of the content from the catalogue(s) or web site(s) in any other catalogue or on any other Internet site; (3) does not publish or broadcast any part of the content from the catalogue(s) or web site(s) in or on any other media; and (4) does not modify or alter the content from the catalogue(s) or web site(s) in any way or delete or modify any copyright or trademark notice.
12. **FORCE MAJEURE:** The Company shall not be liable for loss or damage caused by any delay or failure to perform resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war, risks, shortages, inability to procure or ship product or obtain permits and licenses, insolvency or other inability to perform by the manufacturer, delay in transportation, any other commercial impracticability and/or any circumstances beyond the control of the Company in its business operations.
13. **GOVERNING LAW & VENUE:** This Agreement shall be governed in accordance with the laws of the Commonwealth of Virginia, without reference to any conflict of law provisions. Unless the parties agree otherwise in writing, the state and federal courts located in Fairfax County, Virginia shall have exclusive jurisdiction over all disputes hereunder, and the parties hereby consent to such jurisdiction, agree to accept service process by mail, and hereby waive any jurisdiction or venue defenses otherwise available. The parties agree the UN Convention on Contracts for the International Sale of Goods shall not apply to the sale of goods hereunder.
14. **DISPUTE RESOLUTION:** Actions by the Company for non-payment by the Customer of the purchase price of products sold by the Company, or for redress of other breaches by the Customer of these Terms and Conditions of Sale may be brought by the Company, at its option, before any U.S. or foreign judicial court of competent jurisdiction or at the Company's option, disputes between the Company and the Customer, including all claims for non-performance by the Company, shall be finally settled by arbitration in Chicago, Illinois, U.S.A. under the Commercial Rules of the American Arbitration Association, by a single arbitrator appointed in accordance with said Commercial Rules applying these Terms and Conditions of Sale and consistent provisions of the federal and state laws (except conflict of law rules) of the State of Virginia, U.S.A.
15. **SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision(s) shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
16. **WAIVER:** The Company's failure to insist on performance of any term or condition contained in this Agreement, or failure to exercise any of the Company's rights hereunder, shall not constitute a waiver of any of the Company's rights or remedies under this Agreement.
17. **NO THIRD PARTY BENEFIT:** The provisions set forth in these Terms and Conditions of Sale are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.