



## Terms and Conditions Discovery Tower

### Validity

The Customer has 90 days from the date of quotation issue to request and accept the terms of a purchase agreement; these terms will not be revoked or amended by Protasis during that period. If a purchase agreement is not signed by the Customer within this 90-day period, the quotation and purchase agreement shall be automatically deemed null and void.

### Shipping and Payment

Quoted price includes instruments and components only, FOB Marlborough, Massachusetts. The Customer assumes all risk of loss following delivery to the carrier. Applicable sales tax will be charged and is not included in the unit cost.

### Terms of Payment

Terms of payment are net 30, due within 30 days following product delivery.

### Terms of Installation

Installation will be deemed complete if specifications are met or the Customer signatures are received, whichever occurs first. Terms of payment are Net 30 from date of invoice.

### Limited Warranty

Protasis warrants that the Discovery Tower will substantially conform to the specifications provided, when used in the manner and for the purpose for which it is intended, for a period of one year from the date of delivery. The liability of Protasis under this limited warranty is limited to repairing or replacing defective parts or components, and covers both parts and labor. If the product(s) have been disassembled, tampered with, or modified by non-Protasis personnel, or lost, damaged, destroyed, or subjected to abuse or misuse (whether or not intentional) following delivery, no warranty coverage will apply. Protasis assumes no responsibility for products not provided by Protasis, and has the right of final determination concerning the existence and cause of nonconformity. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PRODUCTS AND ANY SERVICES ARE PROVIDED "AS IS", AND PROTASIS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY USE OF THE PRODUCTS AND THE RESULTS OBTAINED THEREFROM, AND IN CONNECTION WITH ANY SERVICES PROVIDED. PROTASIS FURTHER DISCLAIMS ALL LIABILITY FOR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, AND CONSEQUENTIAL DAMAGES, IN CONNECTION WITH ANY USE OF THE PRODUCTS AND THE RESULTS OBTAINED THEREFROM, AND ANY SERVICES PROVIDED, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF SUCH DAMAGES. NO CLAIM WITH RESPECT TO THE PRODUCTS OR SERVICES CAN BE MADE AGAINST PROTASIS EXCEPT UNDER THE ABOVE LIMITED WARRANTY, AND PROTASIS' LIABILITY HEREUNDER WITH RESPECT TO THE PRODUCTS AND SUCH SERVICES IS LIMITED TO THE UNIT COST PAID TO PROTASIS PURSUANT TO THIS AGREEMENT. THE CUSTOMER AGREES THAT IT HAS BARGAINED FOR THIS ALLOCATION OF RISK AND THAT ABSENT THE FOREGOING LIMITATIONS, THE PRICES SHOWN WOULD BE SUBSTANTIALLY GREATER. To obtain warranty service, the Customer must first contact Protasis to receive a return authorization number, and must then ship the product(s) fully insured against damage or loss and pre-paid to Protasis in Marlborough, Massachusetts. Accompanying the product(s) must be a brief statement outlining the alleged nonconformity and the name and telephone number of an appropriate customer representative. Protasis will use commercially reasonable efforts to repair and return the product(s), and will keep the Customer representative informed regarding the progress of repair.

### General

Instrumentation and components will be constructed and assembled to meet the specifications set forth above. Product specifications cannot be altered after purchase agreement is signed by the Customer without incurring a delay of delivery. Customer is responsible for all taxes arising and imposed in connection with its possession, use and purchase of the product, excluding taxes on Protasis' net income. These terms and conditions can be amended only by written mutual consent of both parties, and are not amendable by the additional or conflicting terms of any purchase order. The quotation shall be governed and construed in accordance with the provisions of Massachusetts' law, excluding any conflict of law principles thereof, and the parties disclaim the application of the United Nations Convention for the International Sale of Goods. The parties further consent to the exclusive jurisdiction of the state and federal courts of Massachusetts over each of them and over the subject matter of any dispute arising in

connection with this quotation.