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TECHNOLOGY GROUP

Your **definitive** source for quality pre-owned equipment.

Artisan Technology Group
(217) 352-9330 | sales@artisantg.com | artisantg.com

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with experienced engineers and technicians on staff.

We buy your excess, underutilized, and idle equipment
along with credit for buybacks and trade-ins.

Custom engineering
so your equipment works exactly as you specify.

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Expert team | Trust guarantee | 100% satisfaction

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Artisan Scientific Corporation Terms and Conditions of Sale, Rental or Service

By executing the Quote or other related document to which these terms are attached or by delivering an order for the hardware or software ("Products") or services for equipment ("Services") identified in such Quote, the Artisan Scientific customer ("Customer") agrees with Artisan Scientific Corporation ("Artisan Scientific"), that the following applicable terms (the "Terms") together with the Quote, any applicable Artisan Scientific warranty and any other related Artisan Scientific document to which the Terms are attached, set forth the entire agreement (the "Agreement") between the parties regarding the Product sale or rental or Services delivery, as applicable.

Any terms or conditions in Customer's purchase order in addition to or different from the Agreement, are expressly rejected and of no force or effect and will not become part of the Agreement.

1. **Orders**. Customer agrees to purchase or rent, as applicable, the Products, or to purchase the Services, in each case from Artisan Scientific according to the Terms, for the prices indicated in the Quote. Customer must pay all amounts due under the Agreement in US dollars to the payment address noted on the applicable invoice. Customer is deemed to have accepted each Product or Service unless Customer notifies Artisan Scientific of non-acceptance within 7 days of Customer's receipt of such Product or Service.
2. **Shipping and Delivery**. Artisan Scientific will use reasonable efforts to perform the Services and meet acknowledged shipment dates, but will not be liable for delays. Artisan Scientific will ship all Products for Sales and Rental transactions in its standard containers using a carrier or forwarding agent chosen by Artisan Scientific.
    a. All such Product shipments from Artisan Scientific will be delivered F.O.B., Artisan Scientific's shipping location; Incoterms: Ex-Works. Customer bears all risk of loss for such shipments from and after the time of delivery to the carrier or forwarding agent, including while in transit to or from Artisan Scientific following rejection or a warranty claim.
    b. Except as indicated in any applicable warranty, Customer will pay or reimburse all such freight, insurance and other shipping expenses, including any special packing expenses, whether the Products are being shipped to or from Customer.
    c. Customer agrees to insure each such Product against loss or damage, at all times from the point of shipment until Artisan Scientific's receipt upon its return or, if applicable, full payment of the purchase price. Such insurance must be in an amount at least equal to the replacement value of the unit or, if higher, the purchase price of the unit. Customer will furnish proof of such insurance to Artisan Scientific upon request.
    d. Antidiversion: These commodities, technology, or software, were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Artisan Scientific Corporation exports in accordance with EAR.
3. **Installments; Payment Terms; Taxes**. If Artisan Scientific ships or delivers Products or Services under the Agreement in installments, then each such installment will be treated as a separate transaction and will be invoiced separately. However, if Customer defaults, and without limiting Artisan Scientific's remedies, Artisan Scientific may terminate, or suspend performance of, the entire Agreement without liability. Subject to credit approval and unless otherwise indicated in the Quote, Customer agrees to pay invoices 1% discount/10 days or net 30 days from the invoice date. If Customer does not make payment when due, interest will accrue on the unpaid amount from the date due until paid at the rate of 1.5% per month, or, if less, the maximum lawful rate. Prices do not include installation charges, sales, use, excise or other taxes or duties. Customer is responsible for any such applicable charge, tax or duty. If Artisan Scientific has payment concerns regarding Customer, Artisan Scientific may require prior payment or other acceptable security.
4. **Warranty / Guarantee**. Our Standard Guarantee is a 90-Day Repair/Replace/Refund Warranty with a 30-Day Return Guarantee included within the 90-Day warranty period, unless otherwise specified in quotation, sales order, invoice, or other instrument used in communication with customer.
    a. 30-Day Return Guarantee: Customer may return items purchased from Artisan Scientific within 30 days of purchase for any reason for a refund of the cost of equipment. Shipping charges are not included in the refund and are the responsibility of the customer.
    b. 90-Day Warranty: In the event any equipment covered under our Standard Guarantee should perform outside of the manufacturer technical specifications or become unusable from any physical defects during the 90 day period starting at the time of purchase, Artisan Scientific Corporation, at its sole discretion, will repair, replace, or refund the original purchase price of the equipment.
    c. 180-Day Extended Guarantee. Artisan Scientific offers an extension of the 90-Day Standard Guarantee to a 180-Day Warranty with 30-Day Return Guarantee period included within the 180-Day warranty period.
    d. Guarantee / Warranty does not cover the following:

1. Incidental and consequential damages. This guarantee / warranty does not cover incidental and consequential damages arising in any way out of the use of the equipment. The liability of Artisan Scientific is, in any event, limited to the amount of the original purchase price of the equipment.
2. Negligent Operation. Guarantee / Warranty does not cover any loss or damage arising in any way due to the negligent operation of the equipment.
3. Altered, Repaired, or Misused Equipment. Guarantee / Warranty does not cover any loss or damage arising in any way out of the use of the equipment if it has been altered, repaired, if it has been abused or misused, if security labels have been removed, or if it has been used other than in accordance with the manufacturer's operating instructions.
4. Third Party Use. Unless prohibited by law, Guarantee / Warranty does not cover any use of the equipment by a person other than the original purchaser thereof.
5. Other Guarantee/Warranty Information. Cosmetic defects and consumable items are not covered by Guarantee / Warranty.

e. Artisan Scientific reserves the right to repair, supply a replacement, make a price adjustment, credit Customer's account, or issue a refund for any item returned for warranty work. Under no circumstances is Customer authorized to break or remove any stickers or security seals on the equipment without prior approval of Artisan Scientific. In cases of shipping damage, this Guarantee / Warranty does not apply, and Customer's responsibility shall be to contact the forwarder promptly and register a claim. Concealed damage should be reported at once and a claim made to Customer's forwarder in writing. Warranty will be void if payments are not received by Artisan Scientific. The buyer is responsible for all shipping costs.

f. After an item is repaired or replaced, the warranty continues for the balance of the original warranty period. The warranty period will be extended by the period of time, if any, that the equipment is in the possession of the Artisan Scientific Service Center, starting on the day of receipt of shipment by the Service Center and ending on the date of shipment from the Service Center.

g. Any express warranty so provided by Artisan Scientific is exclusive and in lieu of all other warranties. Artisan Scientific makes no other warranties, express or implied, either in fact or by operation of law, statutory or otherwise. Artisan Scientific expressly excludes and disclaims the warranties of merchantability, fitness for a particular purpose and noninfringement.

5. **Liability Limit**. Customer agrees that Artisan Scientific's liability to Customer in any way connected with the Sale or Rental of a Product to Customer or delivery of Services, regardless of the form of action, will not exceed the price paid by Customer for the related Product or Services. In no event will Artisan Scientific be liable for costs of procurement of substitute Products or Services, lost profits, or any special, indirect, consequential or incidental damages, however caused and on any theory of liability, arising in any way out of the Sale or Rental of Products or delivery of Services to Customer. This limitation will apply even if Artisan Scientific has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any remedy.
6. **Software**. Customer acknowledges that all software, including software included in a Product, and accompanying documentation (collectively "Software") obtained by Customer from Artisan Scientific are licensed (not sold) to Customer on the terms of the license agreement accompanying such Software. Any references to "purchases" or "rental" of Software signify only the purchase or rental, as appropriate, by Customer of the rights granted under such license agreements. Customer agrees to comply with all such license agreements. Unless stated otherwise in writing, Artisan Scientific does not provide for the sale or rental of software licenses nor does Artisan Scientific grant the right to use any software other than software licensed specifically by Artisan Scientific.
7. **Customer Indemnity**. Customer agrees to indemnify, hold harmless and defend Artisan Scientific from any and all claims, damages, costs and expenses (including attorneys' fees) arising out of the Products or Services Equipment and their use or operation, including strict liability claims. Such indemnity will not apply to claims based on the actual gross negligence or willful misconduct of Artisan Scientific.
8. **Sales Terms**. To the extent the Quote or another related document indicates the Agreement is a Sales transaction:
    a. Invoices. If the Quote specifies that Customer will pay the purchase price in a single installment or is silent on the issue of installments, then the related invoice will be issued on or about the shipment date. If the Quote or another related document specifies that Customer will pay the purchase price in multiple installments (such as in a finance lease), then the initial installment and a processing fee are due in advance and thereafter the remaining installments are due on the dates and in the amounts specified in the Quote or in related documents provided by Artisan Scientific. However, if Customer breaches the Agreement, Artisan Scientific may declare all such installments immediately due.
    b. Title; Security. Title to the Products transfers to Customer upon full payment of the purchase price therefore. Customer hereby grants to Artisan Scientific a purchase money security interest in the Products and all proceeds, to secure payment of the purchase price. Customer agrees to promptly execute any documents requested by Artisan Scientific to document, perfect and/or protect such security interest. Artisan Scientific may enforce such security interest if Customer breaches the

Agreement. Following such breach, Customer agrees to assemble the Products as requested by Artisan Scientific.

c. Cancellation and Return. If the Quote indicates that a particular Product is a "Custom order", then the Agreement may not be cancelled or rescheduled for that Product for any reason. If the Quote indicates that a particular Product is a "Special order", then Customer may (i) extend the delivery date up to 15 days from the original delivery date without charge, or (ii) within 7 days of Customer's receipt of such Product, cancel the Agreement and return the Product, subject to payment of a cancellation fee of 25% of the invoice price (plus shipping charges). All other Product orders may be cancelled or rescheduled and the Products returned to Artisan Scientific for any reason within 7 days of Customer's receipt of such Product at no charge (other than shipping charges). All returned Products must be returned in original condition and, in the case of new Products, original packaging.

d. Warranty. Artisan Scientific does not provide a warranty for new Products other than Instek branded Products. A new Product (other than an Instek branded Product) is warranted, if at all, only by the manufacturer of such Product. Artisan Scientific may warrant new Instek branded Products and refurbished Products. If Artisan Scientific warrants such a Product, then the Quote or the "Certificate of Warranty" shipped with the Product will indicate the duration of the warranty. (If the duration specified in the Quote differs from that stated in the Certificate of Warranty, then such certificate controls.) The terms of any such warranty are available from Artisan Scientific or at www.srtisan-scientific.com. If the Quote does not indicate that a Product is warranted, then such Product is provided by Artisan Scientific "AS IS" and without any express or implied warranty of any kind, including warranties of merchantability, fitness for a particular purpose and noninfringement, all of which are expressly disclaimed. The foregoing does not negate any warranty provided by the manufacturer of a new Product.

9. **Rental Terms**. To the extent the Quote indicates the Agreement is a Rental transaction:

a. Terms: Unless otherwise stated in the Quote, the minimum Rental period is 30 days. The Rental period commences and rent begins to accrue from the date of shipment. The Rental period and the accrual of rent continue until the Products are received by Artisan Scientific at the end of the Rental. Customer will pay rent to Artisan Scientific in advance of each 30-day Rental period. Invoices will be issued every 30 days starting on the date of shipment. If Products are shipped in installments, each installment will be deemed a separate Rental.

b. No Sale. The Agreement evidences a rental of Products, not a sale. Artisan Scientific retains title to the Products. Customer agrees that Artisan Scientific may file protective UCC filings.

c. Use and Maintenance. Customer may use the Products only for the purposes and in the manner intended by the manufacturer thereof. Customer is responsible for all maintenance of the Products.

d. Warranty. During the Rental term, Artisan Scientific agrees to repair or replace any Product which does not substantially conform to the manufacturer's specifications. Such remedy will be at Customer's expense if such is required due to Customer's neglect, misuse or abuse or if the Product was serviced by anyone other than Artisan Scientific. Customer must ship Products in need of repair, replacement or recalibration to Artisan Scientific. Shipping charges will be Artisan Scientific's responsibility, unless Customer is responsible for the related remedy as provided above. Customer bears all risk of loss for Products while in transit to or from Artisan Scientific.

e. Return. Subject to minimum Rental term limits, Customer may terminate its Rental for a particular unit at any time by returning such item to Artisan Scientific. Subject to Customer's exercise of its purchase option, if any, Customer will return each Product to Artisan Scientific at the end of the Rental thereof, properly packaged and in the same condition as delivered, ordinary wear and tear excepted. If Customer fails to so return any Product, then Customer will, upon demand, pay to Artisan Scientific the "advertised" price for such unit as indicated on the Quote. If the return of Products after the minimum Rental term results in prepaid rent remaining with Artisan Scientific, such amount may be credited or refunded to Customer as provided in Section 8(b).

f. Default. If Customer breaches the Agreement, Artisan Scientific may declare the Agreement in default and require Customer to immediately return the Products to Artisan Scientific. Such return will not relieve Customer of its obligation to pay rent or any other amounts which accrued prior to such return, including unpaid rent for the minimum Rental term, as well as any other amounts payable to Artisan Scientific, including amounts for damage to the Products.

10. **Services Terms**. To the extent the Quote indicates the Agreement involves the delivery of Services:

a. Terms. All Services will be performed at Artisan Scientific's facilities. Customer is responsible for shipping, at its expense, the Services Equipment to Artisan Scientific. Artisan Scientific will return such equipment to Customer at Customer's expense. Customer bears all risk of loss for the Services Equipment at all times. Artisan Scientific hereby transfers to Customer title to any parts it purchases from Artisan Scientific in connection with the Services. Such transfer is effective upon Artisan Scientific's receipt of the related payment.

b. Price. The prices for the Services are as specified in the Quote. However, additional Services may be necessary to resolve all issues with the particular Services Equipment item. All Services, other than Services specified to be on a time and materials basis, are provided on a fixed price basis. In

exchange for an evaluation fee, Artisan Scientific will provide an estimate, which includes the labor and (unless otherwise specified) parts for such repair. If Customer elects to have Artisan Scientific repair such item, then the evaluation fee will be included in the repair charges. The actual repair costs may exceed any estimate provided. Artisan Scientific will make reasonable efforts to inform Customer in advance when the repair costs exceed any such estimate. However, Customer is obligated to pay Artisan Scientific even if it fails to provide such notice. All parts charges are at Artisan Scientific's standard rates. Invoices for Services fees will be issued on or about the date of delivery of such Services.

c. Cancellation. Customer may cancel or reschedule the delivery of Services at any time, provided that Customer is liable for incurred costs, such as parts ordered by Artisan Scientific for such Services, and any Services then performed. Artisan Scientific may cancel or reschedule the delivery of Services at any time upon notice to Customer.

d. Warranty. Artisan Scientific warrants, for 90 days from return of the Services Equipment to Customer, that (i) the completed Services corrected the particular, identified problem, and (ii) all parts provided to Customer as part of such Services will be free from significant defects in materials and workmanship under normal use. If Customer believes that Artisan Scientific has breached either such warranty, then it must notify Artisan Scientific within such 90-day period and, if requested by Artisan Scientific, ship the affected Services Equipment unit or part to Artisan Scientific, freight prepaid. If Artisan Scientific confirms such breach, it will, at its option, reperform such Services or repair or replace such part at no charge to Customer, or refund the amount paid for the defective Services or part. Shipping charges to return such item to Customer will be paid by Artisan Scientific, unless it does not confirm the breach of warranty, in which case Customer is responsible for such charges. The remedies set forth above are Customer's sole and exclusive remedies for breach of any warranty relating to Services. Artisan Scientific does not warrant that the Services specified in the Quote will resolve all issues with the particular Services Equipment item.

11. **Miscellaneous**.

a. *Entire Agreement; Law; Jurisdiction*. The Agreement constitutes the entire agreement between Artisan Scientific and Customer with respect to the matters described therein. The Agreement is governed by the laws of the State of Illinois, other than its conflicts of law rules, and not by the United Nations Convention on Contracts for the International Sale of Goods. Any suit brought regarding the Agreement (other than to enforce a judgment) will be brought in the federal or state courts in the districts which include Champaign, Illinois. Customer hereby agrees and submits to the personal jurisdiction and venue of such courts.

b. *Credits*. Customer may apply any credits (other than Rental credits for the purchase of an item) owed to it by Artisan Scientific to future Sales or Rental transactions with Artisan Scientific. Alternatively, upon written request from Customer, Artisan Scientific will promptly refund such credit to Customer. Customer may not request a refund for credits designated as In-Store Credits. Customer may submit a written request to Artisan Scientific to provide a cash value for credits designated as In-Store Credit, in which case, if Artisan Scientific does provide a cash value in response to the request, Customer may receive a refund. Any credits which are unused or unrefunded 6 months after availability are deemed forfeited.

c. *Attorney's Fees.* The prevailing party in any suit to enforce the Agreement will be entitled to an award of its related costs and expenses, including attorneys' fees.

d. *Survival*. Sections 2, 3, 4, 5, 7 and 8 will survive the expiration or termination of the Agreement. In addition, depending on the type of transaction, the following Sections will survive: (i) for Sales transactions, Sections I(b) and (d); (ii) for Rental transactions, Sections II(e), (f) and (g); and (iii) for Services transactions, Section III(d). Termination or expiration of the Agreement will not affect payment obligations which arose prior to or, if applicable, after termination or expiration.

e. *Waiver*. Neither party's waiver of any right or remedy on one occasion will be deemed a waiver of such right or remedy on any other occasion.

f. *Changes*. Artisan Scientific may substitute and modify the Products and Services without notice to Customer, if such substitutions and modifications do not materially affect the form, fit or function of the applicable Product or Services.

g. *Return Process*. Before returning any Product or Services Equipment to Artisan Scientific (other than return at the end of a Rental), Customer must obtain from Artisan Scientific a return materials authorization number.

h. *Export Restrictions*. All Products and Artisan Scientific's obligations are subject to export restrictions. Customer may not export, re-export, or transfer, directly or indirectly, any Product, Services Equipment or technical data provided under the Agreement, to any country or user to which such actions are restricted by United States or local country law or regulation, without first obtaining any required governmental license, authorization, certification or approval and providing Artisan Scientific any required end user certification.

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