

Terms and Conditions of Sale

Read Carefully

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

These General Terms and Conditions ("Agreement") are applicable to CUSTOMER'S purchase of CORTEC's product (the "Product") and/or services ("Services") and support ("Support") provided to CUSTOMER by CORTEC PRECISION SHEETMETAL, Inc. By accepting delivery of the Product and/or Services and Support, (CUSTOMER) accept and are bound to the Terms and Conditions of this Agreement.

Other Documents. This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both CUSTOMER and CORTEC.

Prices; Orders; Quotes; Payment Terms. Unless otherwise agreed in writing, the prices specified in the price list given by CORTEC and in force on the date of acceptance of the order shall apply to CUSTOMER'S order. Price quotes are good for 30 days. All prices quoted by CORTEC are exclusive of sales tax, possible export or import duties, shipping, handling and insurance costs. CORTEC reserves the right to adjust the prices for the Products and/or Services and Support from time to time. CORTEC may ship and/or invoice parts of an order separately.

Payment terms are within CORTEC's sole discretion, and, unless otherwise agreed to by CORTEC, payment must be received before or no later than the invoice due date. Payment for the Product and/or Services and Support may be made by wire transfer, or some other prearranged payment method.

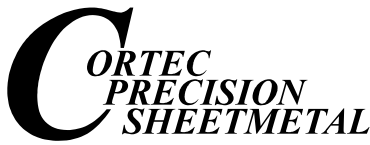
Shipping Charges; Taxes; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. All sales are made FOB Point. Freight and handling charges from CORTEC's warehouse in San Jose, California, are prepaid and added to the invoice, billed collect or billed to a 3rd party. For loss or damage that occurs during shipping by a carrier selected by CORTEC, CORTEC is responsible for filing the claim. For loss or damage that occurs during shipping by a carrier selected by CUSTOMER, CUSTOMER is responsible. If CUSTOMER believe any part of your purchase is missing, wrong or damaged; CUSTOMER must notify CORTEC within 15 days after receipt of material, no partial rejections accepted without authorization. Only California customers need to remit sales tax. Unless you provide CORTEC with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only.

International Orders. In addition to the United States and its territories, CORTEC accepts international orders to ship via an "Air Cargo" freight forwarder. All orders of international origin are exported from the US in accordance with the Export Administration Regulations. Diversion contrary to US Law is prohibited. All duties and taxes will be CUSTOMER'S responsibility.

Warranties. CORTEC warrants that all products conform to proper form, fit and initial function on the date of shipment. Unless otherwise agreed in writing by both CUSTOMER and CORTEC. CORTEC warrant that any services performed by CORTEC shall be free from all defects in workmanship for a period of ninety (90) days from the date of performance

Return Policies; Exchanges. Product that CUSTOMER purchases directly from CORTEC (and not a 3rd party) may be returned or exchanged only in accordance with CORTEC's return policy in effect on the date of the invoice or acknowledgement. CUSTOMER must contact us directly before CUSTOMER attempts to return the Product to obtain a Return Material Authorization Number for customer to include with customer's return. CUSTOMER must return the Product to us in its original or equivalent packaging. CUSTOMER is responsible for risk of loss, shipping and handling fees for returning or exchanging the Product.

Service and Support. Technical Support is available Monday through Friday (excluding Holidays) from 8:00am until 4:30pm (Pacific Time). Before requesting support, please have the invoice date and number available. CORTEC has no obligation to provide Service and Support until CORTEC has received full payment for the Product and/or Service and Support purchased. CORTEC is not obligated to provide Service and Support purchased from or through a third party.



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Limitation of Liability. CORTEC SHALL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR COMMERCIAL LOSS IN ANY WAY CONNECTED WITH THE PRODUCTS AND/OR SERVICE AND SUPPORT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

In no event shall CORTEC's liability arising out of or relating to this Agreement exceed the individual price of the Product and/or Service and Support that gave rise to the liability.

In no event shall CORTEC be responsible for warranty, repair or other claims regarding the Products unless CORTEC's analysis confirms that the Products were properly handled, stored, installed and maintained and not subject to contamination, abuse, misuse, or inappropriate modification or repair.

Change in Specifications. Product specifications and accessories may be changed at any time based on improvements and other reasons. Please consult with your CORTEC representative at any time to confirm actual specifications of purchased Products.

Governing Law. This Agreement and any Sales there under shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles or conflicts of law, and any action related hereto shall be brought in State or Federal court in San Jose, CA. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.