



## M.Braun Terms & Conditions of Sale for Spare Parts

**Entire Agreement:** These Terms and Conditions of Sale and any order acknowledgment issued by M.Braun, Inc. ("M.Braun") contain the entire and only agreement between the parties relating to the sale of goods by M.Braun to the customer.

**Quotations** for spare parts from M.Braun, including pricing and delivery information, are valid for 30 days from the date of issuance. The quotation remains valid unless otherwise noted in writing. See the "Delivery" section below for specifics on the estimated delivery schedule.

**Returns** of spare part items should not be made without first contacting the M.Braun service department. If M.Braun determines a return is warranted, all returns need to be accompanied by an RMA (Return Material Authorization) form which will be provided by the M.Braun service department. In matters of spare parts returned to M.Braun, shipping charges are to be paid by the customer.

Returns within 30 days of receipt of order will incur a 30% restocking fee. Items ordered in error will qualify for the restocking fee. Return requests that exceed the 30 days since receipt of order will not be eligible for return. All returns must be made within 30 days from receipt of order.

**Delivery** schedules indicated on the quotation, in business days, are estimated from the date of receipt of the customer purchase order, pending receipt of complete information allowing M.Braun to proceed with the order. Delivery schedules are based upon the best information available at the time of quotation. All reasonable steps to meet delivery schedules will be taken by M.Braun. In no event shall M.Braun bear any liability resulting from failure to deliver, or any delay in the delivery of products where delay is attributable in whole or part to a third party or to causes beyond our control. Customer is responsible for all shipping material, packaging material, and crating charges.

**Taxes** related to the sale of merchandise by M.Braun will be invoiced where applicable. The customer is responsible for advising M.Braun about any tax exemptions.

**Limited Warranty** is granted to all customers purchasing M.Braun spare parts for one year from the receipt of purchase, unless otherwise specified in writing, including blowers, vacuum pumps, and compressors. Customers must perform the required preventative maintenance as described in the Operations Manual or the warranty becomes null and void, i.e., changing dust filters and oil in the vacuum pumps. Expendable items, such as filters, filter material, gloves, o-rings etc., are not covered by the M.Braun warranty. In addition to expendable items, additional equipment not covered by M.Braun warranty includes any and all equipment M.Braun purchases from a third party such as chillers, spin coaters, evaporators, etc. Such equipment will carry the OEM's standard warranty.

The warranty implies that M.Braun will do everything appropriate within its power to rectify problems with defective equipment. M.Braun will repair or replace any part that is determined to be defective from the time it was received by the customer within the 1 year warranty. In matters of components returned to M.Braun for warranty claims, shipping charges are to be paid by the customer.

Any component that is altered, modified or misused according to its set purpose will not be applicable under the terms of the M.Braun warranty.

**Claims for shortage, damage or other purposes** are to be made to the M.Braun service department within 30 days of receipt of order. Claims for damages incurred in shipping are the responsibility of the customer, unless specified in writing. Claims for shipping related damages should be directed to the shipping company or the customer's shipping insurer. M.Braun will assist its customers with spare parts damaged or rendered inoperable due to damage in shipping in any way possible and each case will be treated on an individual basis.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY BY M.BRAUN WITH RESPECT TO THE PRODUCTS. M.BRAUN MAKES NO OTHER WARRANTIES, ARISING FROM OPERATION OF LAW OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE ARE HEREBY EXCLUDED. IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE PRODUCTS SOLELY ON THE BASIS OF THE LIMITED WARRANTY EXPRESSED HEREIN. UNDER NO CIRCUMSTANCES SHALL M.BRAUN BE LIABLE BY VIRTUE OF THIS LIMITED WARRANTY OR OTHERWISE FOR ANY SPECIAL, INDIRECT, SECONDARY, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION TIME OR OF ANTICIPATED REVENUE OR PROFITS TO ANY PERSON OR PROPERTY ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS), EVEN IF M.BRAUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL THE LIABILITY OF M.BRAUN FOR ANY AND ALL CLAIMS ARISING HEREUNDER EXCEED THE SUM CUSTOMER'S PAYMENTS FOR THE PRODUCTS THAT ARE THE SUBJECT OF DISPUTE.

**GOVERNING LAW:** These Terms and Conditions shall be governed by the laws of the State of New Hampshire without reference to its principles of conflicts of law rules, including Article 2 of the Uniform Commercial Code as enacted in New Hampshire. Any legal or equitable actions or proceedings arising out of or relating to the transactions contemplated hereby shall be brought in the State of New Hampshire, and both parties hereby irrevocably submit to the jurisdiction and venue of said courts.

**ASSIGNMENT:** Customer shall not delegate any duties or assign any rights or claims hereunder without M.Braun's prior written consent, and any such attempt at delegation or assignment without M.Braun's prior written consent shall be void.

**SELLER:** Notwithstanding that one of M.Braun's divisions, parent companies, or subsidiary entities may be designated from time to time in marketing materials or other documents as the seller of the products hereunder, M.Braun, Inc. shall be deemed at law to be the seller of the products for all purposes.