



## M.Braun Terms & Conditions of Sale

**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 equipment manufactured by M.Braun, including pricing and delivery information, are valid for 30 days from the date of issuance unless otherwise noted on the quotation.

**Purchase Orders** submitted to M.Braun will be accepted in writing by M.Braun within fourteen days of receipt. The terms and conditions set forth herein take precedence over any additional or different terms and conditions propounded by the customer, in the customer's purchase order or otherwise, to which notice of objection is hereby given. Neither M.Braun's commencement of performance nor delivery of goods shall be deemed an acceptance of the customer's additional or different terms and conditions. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except in writing by a duly authorized representative of M.Braun. Once a customer purchase order is submitted, M.Braun recognizes a contract with the customer for goods to be supplied. Alteration or cancellation of the purchase order will result in additional charges, penalties or restocking fees to be determined by M.Braun based upon the specific circumstances presented by the alteration or cancellation. A typical cancellation will result in a 30% restocking charge.

**Terms** of payment for M.Braun equipment are net 30 days from date of shipment without exception unless specified in writing. Customers wishing to pay by Letter of Credit must alert M.Braun to this intent upon submission of the purchase order. M.Braun will furnish these L/C customers with additional terms and conditions specific to the issuance of L/C.

**Delivery** indicated on the quotation, in business days, is estimated from the date of receipt of the customer purchase order, pending receipt of complete information allowing M.Braun to proceed with the process of producing the specified equipment. Design alterations and approval requirements supercede previously indicated delivery information. Customer is responsible for all shipping **and packaging material charges** unless noted otherwise on the provided quotation. **In certain locations and circumstances a shuttle truck may be necessary. The customer will incur all associated costs with a shuttle truck service. In the event that the shipping costs were included in the MBI quotation the customer will still remain responsible for the additional charges that are associated with said shuttle truck.**

**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 equipment for one year from the receipt of merchandise, 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, etc., are not covered by the M.Braun warranty. In addition to expendable items, additional equipment not covered by the 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. In matters of components returned to M.Braun for warranty claims, shipping charges are to be paid by the customer.

Any component or system that is altered, modified or misused according to its set purpose will not be applicable under the terms of the M.Braun warranty. **Warranty on custom systems will be voided unless installed by trained MBraun personnel.**



Claims for shortage, damage or other purposes are to be made to M.Braun within 30 days of receipt or at the time of installation, whichever comes first. Claims for damages incurred in shipping are the responsibility of the customer, unless specified in writing. Customers are advised to scrutinize the equipment upon delivery and to note any sign of physical disturbance to the shipment. Claims for shipping related damages should be directed to the trucking company or the customer's shipping insurer. M.Braun will assist its customers with equipment 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 LIMITED WARRANTY PERIOD SET FORTH HEREIN. CUSTOMER PURCHASES AND ACCEPTS 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.