



## Terms and Conditions of Sale

1. **ACCEPTANCE:** These terms and conditions, and all documents incorporated by reference therein, constitute an offer to form a binding contract between Woods End Laboratories (the SELLER) and the purchaser of services from Woods End Laboratories (the BUYER). The terms hereof shall be deemed accepted by BUYER upon BUYER'S payment of all or any part of the amount charged for services or invoiced hereunder, upon the acceptance of the services for which payment is demanded under this Invoice, or upon any other conduct by BUYER which recognizes the existence of a contract pertaining to the subject matter hereof. BUYER'S acceptance of this offer is expressly limited to the terms contained herein. Any terms proposed by BUYER which add to, vary from or conflict with the terms herein are hereby rejected and objected to and any such proposed terms shall constitute proposals for acceptance by SELLER and shall not be deemed as accepted by SELLER (regardless of anything to the contrary contained in BUYER'S purchase order or other documentation) unless SELLER'S acceptance of such proposed terms is in writing and specifically refers to each such term and condition. If this Invoice has been issued by SELLER in response to a purchase order or other offer and any terms herein are additional to or different from any terms of such offer, then the issuance of this Invoice by SELLER shall constitute a counteroffer or an acceptance which is expressly conditioned upon BUYER'S assent to such additional and different terms herein and upon BUYER'S acknowledgment that this Invoice constitutes the entire agreement between SELLER and BUYER with respect to the subject matter hereof, and BUYER shall be deemed to have accepted such counteroffer or conditional acceptance upon payment of all or any part of this Invoice or, in any event, such acceptance shall be deemed to have occurred unless BUYER notifies SELLER to the contrary in writing within ten (10) days of receipt of this Invoice.
2. **FIRM PRICES:** Unless otherwise stated in this quotation, quoted prices are firm only if an order is placed within thirty (30) days of the quote date. For firm prices to apply, the order must be complete and authorize immediate processing with standard invoicing.
3. **ESCALATION:** If services are delayed or interrupted by BUYER directly or indirectly, SELLER shall have the right to escalate quoted prices by such amount as SELLER deems reasonable under the circumstances.
4. **CANCELLATION:** Orders, once placed with and accepted by SELLER, will not be subject to cancellation, either in whole or in part, without SELLER'S written consent and then only under terms that will reimburse SELLER for all applicable costs and expenses incurred by it, including, but not limited to costs of handling and processing. SELLER'S determination of such cancellation charges shall be conclusive.
5. **DELIVERY AND DELAYS:** Delivery dates are approximate and subject to confirmation. SELLER shall not be responsible for reasonable or excusable delays, nor shall BUYER refuse to accept responsibility for invoiced amounts for services provided because of any such delays. "Excusable delays" include, without limitation, delays resulting from accidents, acts of God, strike, fire, governmental controls, inability to obtain materials from suppliers, failure of materials correctly ordered by SELLER to meet specifications, or other causes beyond SELLER'S control. "Reasonable Delays" include, without limitation, delays to which BUYER, when notified, makes no objection. If the BUYER delays processing, progress payments must be made as otherwise specified by SELLER.
6. **WARRANTY AND LIMITATION OF LIABILITY:** IT IS EXPRESSLY AGREED (A) THAT THERE IS NO WARRANTY, EXPRESSED, IMPLIED, OR STATUTORY, NOR ANY AFFIRMATION OF FACT, OR PROMISES, BY THE SELLER WITH REFERENCE TO THE SERVICES WHICH EXTENDS BEYOND THE WRITTEN WARRANTY LISTED BELOW.  
Woods End Laboratories warrants it will perform laboratory or other technical services using reasonable care and workmanship consistent with current testing practices. The exclusive remedy under this warranty is to repeat any tests provided.
7. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL SELLER BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER'S liability on any claim of any kind for any loss or damage arising out of, connected with, or resulting from this transaction, or from the performance or breach of SELLER'S obligations to BUYER, or from the sale, delivery, or use of the services covered by this Invoice, shall in no case exceed the price allocable to the services which gives rise to the claim and shall terminate after delivery of testing results. SELLER shall not be liable for penalties or punitive damages of any description.
8. **TAXES:** Any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to SELLER of selling, or delivering services, and any tax now in effect or increase in same payable by the SELLER because of the sale of services, such as Sales Tax, Retailer's Occupation Tax or Gross Receipts Tax may, at SELLER'S option be added to the price herein specified. **SALES TAX:** Sales tax, where applicable, is not included in the price structure of SELLER'S proposal. Upon receipt of a suitable tax-exempt certificate from the Buyer, SELLER will exclude sales tax from our invoicing. However, should the tax-exempt certificate be found to be deficient, the Buyer shall indemnify SELLER for all sales tax and penalties that result from the transactions of this order.
9. **ASSIGNMENT:** BUYER shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of SELLER, and attempted assignment or delegation without such consent shall be void.
10. **MISCELLANEOUS:** The validity, interpretation and performance of this contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Maine. This contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary explain or supplement the terms or conditions of this contract shall be binding unless hereafter made in writing and signed by the party to be bound and no modifications shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either SELLER or BUYER with respect to any breach or default or of any right to remedy and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy unless such waiver be expressed in writing signed by the party to be bound.
11. **PAYMENT TERMS:** Terms are pre-pay in advance for some or all of the services provided, as noted in quotation from SELLER to BUYER. For those BUYERS partially pre-paying, all invoiced amounts must be paid before test results will be released to BUYER.
12. **FREIGHT & RISK OF LOSS:** Freight cost and risk of loss for samples sent to SELLER is at the expense of the BUYER. No samples are returned without prior arrangements made and quoted by SELLER. Where samples are returned, freight charges are added to the invoice. Shipping is Incoterms EXW (Ex-Works), Mt. Vernon, Maine, USA.