



CONDITIONS OF SALE

ACCEPTANCE: The following Conditions of Sale apply to all sales of Seametrics' products not governed by an active Representative, Distribution, Reseller, OEM, or Catalog House Agreement. These provisions shall apply even if Seametrics fails to object to provisions appearing on, incorporated by, referenced in, or attached to, Buyer's purchase order form. Buyer's acceptance of delivery of Seametrics' products constitutes its acceptance of these Conditions of Sale.

DELIVERY AND TITLE: All products shipments are Ex Works and the title passes to the Buyer at the time Seametrics delivers the merchandise to the carrier. Risk of loss or damage to the product passes to the Buyer at the time Seametrics delivers the product to the carrier. Upon receipt, the Buyer should immediately inspect all shipments, and should there be any evidence of damage or loss in transit, Buyer must file claims or tracers upon the carrier. Seametrics will assist in tracing shipments upon request.

PRICES AND PAYMENT TERMS: The prices set forth in the most recent quote or acknowledgement as applicable, supersede all previous prices or quotations. All quotations are subject to change or withdrawal without notice except as may be specifically noted on the face of the quotation. The prices shown do not include sales taxes, excise taxes or government charges payable by Seametrics to Federal, State, or local authority. Any such tax or charge now or hereafter imposed upon the sale or shipment of the products under this contract will be added to the purchase price. Buyer agrees to reimburse Seametrics for such tax or charge or provide Seametrics with an acceptable exemption certificate. Following credit approval, payment of invoices will be due 30 days from the date of shipment of the products contained therein. In the event that payment of an invoice is not received by the invoice due date, Seametrics will assess a late fee not to exceed 1.5% per month or 18% per year, or the maximum allowable by law whichever is lower.

CANCELLATION AND CHANGES: Buyer may cancel or change its order, or any part of it, by sending written notice of cancellation or change to Seametrics and paying a reasonable cancellation or change fee as determined by Seametrics. The reasonable cancellation or change fee will reflect, among other factors, the expenses already incurred and commitments made by Seametrics, sales and administrative costs and profit as determined by Seametrics. If buyer received a reduced price based on the quantity of products ordered, but has not purchased the applicable quantity at the time of cancellation, Buyer will pay the price it would have paid had Seametrics' sale price been based on the quantity actually purchased.

RETURNS: Buyer may return unused new product from its order, or any part of it, by completing an RMA request and paying a reasonable restock fee as determined by Seametrics. The reasonable restock fee will reflect, among other factors, the expense already incurred and commitments made by Seametrics, sales and administrative costs and profit as determined by Seametrics. Customized products including custom cables are non-returnable.

WARRANTY: Seametrics' Limited Warranty Policy and Conditions can be found at <https://www.seametrics.com/wp-content/uploads/LT-65200068r1.1-20161205-Warranty.pdf> and under the Partner Login of the Seametrics website.

EXCUSABLE DELAY: Seametrics shall under no circumstance be responsible for failure to fill any order or orders when due to: fires, floods, riots, strikes, freight embargos or transportation delays, shortage of labor, inability to secure fuel, material supplies, or power at current price or on account of shortages thereof, acts of God or of the public enemy, any existing or future laws of acts of the Federal or State Government (including specifically, but not exclusively, and orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of Seametrics' business with which Seametrics in its judgement and discretion deems it advisable to comply as a legal or patriotic duty, or due to any cause beyond Seametrics' reasonable control.

FAIR LABOR STANDARDS ACT: Seametrics represents that all products delivered under this contract are furnished in accordance with the applicable provisions of the Fair Labor Standards Act as amended.

EXPORT COMPLIANCE: Buyer agrees and expressly certifies that it, or its agents or representative or employees, will not cause or facilitate the export or re-export, directly or indirectly through a third party, Seametrics' products including spare parts and components, to any individual or entity in Cuba, Iran, North Korea, Sudan, Syria or any other countries for which the United States maintains an export embargo. With respect to Burma/Myanmar, Iraq, or Libya, based on United States export control law restrictions applicable to these destinations, Buyer agrees to seek approval from Seametrics prior to exporting Seametrics products including spare parts and components.

Buyer also agrees and expressly certifies that it, or its agents or representatives or employees, will not cause or facilitate the export or re-export, directly or indirectly through a third party, Seametrics' products including spare parts and components, to any individual/entity listed on the U.S. Department of the Treasury's List of "Blocked Persons, Specially Designated Nationals, Specially Designated Terrorists, Foreign Terrorist Organizations, and Specially Designated Narcotic Traffickers" or the U.S. Department of Commerce's "Denied Persons List" or "Entity List" or for any of the following end uses, including the development thereof: (a) nuclear facilities not licensed by the U.S. Government; (b) chemical, biological, or nuclear weapons; (c) rocket, missile or unmanned aircraft systems; or (d) terrorist activities.

Buyer further certifies that all applicable Department of Commerce export licensing requirements have been or will be met prior to export or re-export of any Seametrics' product and that it, or its agent or representative or employee, will provide Seametrics with a copy of all necessary U.S. export licenses prior to exporting or re-exporting Seametrics' products.

APPLICABLE LAW: This document and any resulting contract shall be governed by and construed in accordance with the laws of the State of Florida. The courts of the State of Florida and the federal courts located in Florida shall have jurisdiction and venue with respect to litigation to the contract. In the event of litigation, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party, including appellate attorney's fees.

MODIFICATIONS: These Conditions of Sale along with the prices, quantities, delivery schedules and other provisions and instructions in applicable quotations by Seametrics or Buyer's purchase orders accepted by Seametrics shall constitute the entire agreement between Seametrics and Buyer pertaining to any resulting contract. They can be modified only in writing.