

# ARTISAN's TERMS AND CONDITIONS

(Custom Designed Product - EPC)

1. **Delivery:** The Buyer shall take delivery FOB, Randolph New Jersey, at the time the product is transferred to the courier of choice. Unless otherwise stated above, the Buyers agrees that delivery of the entire order must occur as follows: All orders under 1,000pcs must be delivered within a 6 month's period from the date of the purchase order. Orders over 1,000pcs must be delivered within 12 months of the purchase order.

2. **Amendments.** The price reflected in this **Quote #13-142** may be amended at any time by Artisan to reflect an unexpected increase in the cost of materials for the order. Additionally, the price and delivery terms and conditions stated in Artisan's initial Quote are **only binding and valid** for 30 days.

3. **Design & Specifications:** The **EPC-14008** product being ordered by the customer is specifically designed to meet the form, fit & function stated within the Artisan Data Sheet, a copy of which has been reviewed and approved by the Buyer and which is incorporated herein by reference. The parties acknowledge and agree that the specifications and product design referenced herein remain the sole and exclusive property of Artisan Controls Corporation

4. **Specially Designed Product.** The parties acknowledge that the product(s) being ordered herein are "specially designed" and manufactured goods, which cannot be re-sold by the manufacturer in the normal course of business. The Buyer understands and acknowledges that the product is not a standard Artisan catalog item and it will be impossible to sell this product to another customer. Artisan as the Manufacturer is relying upon the Buyer to fulfill its obligation to complete the purchase of the entire order for this custom product. As such, all orders for these products are non-cancelable, non-returnable and non-refundable.

5. **Payment terms:** Except as otherwise provided, all payments due to Artisan must be received within 30 days of shipment unless Artisan's credit check of the Buyer reveals unsatisfactory credit, which would entitle Artisan to demand COD or wire transfer cash payment at its discretion. If any payment from the Buyer is returned for "insufficient funds", the Buyer shall be responsible to pay Artisan a \$100.00 bounced check fee to compensate it for bank and administrative charges incurred. In the event that Artisan institutes suit to collect any sums due under this order, the Buyer shall be responsible to pay all court costs and legal fees incurred by Artisan. Any payment received after 30 days shall accrue interest at the rate of 1% per month calculated from the date of shipping.

6. **Warranty:** Artisan warrants that these products will operate and function solely in conformance with the Artisan specifications for the product ordered and that the products covered hereby shall be free from defects in workmanship and materials for a period of one year from date of shipment. Artisan shall have no responsibility, whatsoever, for any failure of the device, caused by misapplication or misuse of the device beyond the parameters set forth in its specifications or as a result of the neglect or modification of the device by the Buyer or its agents, successors or assigns. Artisan's sole responsibility under the terms of this warranty is limited to the replacement of any defective product. Any other associated costs or expenses, whether foreseeable or not, are the sole responsibility of the customer.

7. **Miscellaneous:** The Buyer agrees that the terms of this agreement shall be governed and construed in accordance with the laws of the State of New Jersey. Furthermore, the Buyer consents to jurisdiction and venue lying in the Superior Court of New Jersey, Morris County in the event that litigation is commenced to address any dispute arising from this order.

Please signify your acceptance of Artisan's Quote and these terms and conditions by signing in the space provided for below, and return along with the original signed Quote to our office.

Sincerely,

Approved & Accepted By:

**ARTISAN CONTROLS CORP**

**CORRIGAN CORP OF AMERICA**

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Mary Ann Peterson

5-28-13

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Paul Jones