



TERMS AND CONDITIONS OF SALE

The following terms and conditions apply to the sale of any and all Synrad products:

1. **Terms:** Terms of sale are net 30 days unless otherwise noted. All past due accounts are subject to a finance charge of 1 1/2% per month, 18% per annum, or the maximum amount permitted under state and federal laws.
2. **Title, Risk of Loss:** Title to the merchandise shall remain with Synrad until this invoice is paid in full. In the event that this invoice is not fully paid within 60 days from date of delivery of the above listed merchandise, Synrad has the right to and may enter any premises where the merchandise may then be and re-take same either with or without legal process but without breach of the peace. Notwithstanding the fact that title to the merchandise remains with Synrad until this invoice is fully paid, risk of loss or damage to the merchandise herein passes to Customer at the time that delivery of the said merchandise is made to a carrier at manufacturer's shipping point.
3. **Shortage, Error, Damage:** All claims for shortage, errors, or damage in or to the merchandise shall be sent to Synrad in writing within 48 hours from the delivery of the merchandise. A failure to send such claim within said period shall constitute an acceptance of the merchandise as complying with any and all terms and conditions covering the sale of same.
4. **Cost of Collection, Dispute Resolution:** In the event that this invoice is not paid within the timeframe set forth above, and Synrad engages an attorney or other agent to enforce collection of this invoice, Customer agrees to pay all expenses and costs of collection. Customer further agrees that any dispute arising in connection with the merchandise or associated invoices will be heard exclusively in the federal and/or state courts located in King County, Washington; this agreement shall be governed by the laws of the State of Washington without regard to its conflict of law rules. Customer hereby consents to personal jurisdiction and venue in those courts and irrevocably waives any objection to such jurisdiction and venue.
5. **Synrad Warranty:** Equipment manufactured by Synrad is guaranteed to be free of defects in materials and workmanship for a period of one year from the date of purchase, or three years in the case of the 10W laser. This warranty does not apply to any defect caused by negligence, misuse (including environmental factors), accident, alteration, or improper maintenance. Synrad will pay round trip shipping using Synrad's preferred shipment methods for any approved warranty claim made within 45 days of receipt of goods. After 45 days but within the warranty period, Synrad will pay the cost of shipping any repaired or replaced unit to Customer, but Customer must pay the cost of shipping to Synrad. In order to maintain this warranty, Customer must ensure that all merchandise is operated under the conditions set forth in the applicable documentation and that only authorized Synrad replacement parts are used. This warranty is void if these requirements are not met. Synrad will not be responsible for any warranty or representation made by any third party.
6. **Other Warranties:** With respect to equipment supplied but not manufactured by Synrad, the warranty obligations of Synrad shall in all respects conform to and be limited to the warranty actually extended to Synrad by its supplier, and then only to the extent that Synrad is able to pass such warranty along to Customer or act on Customer's behalf in obtaining warranty service.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST SYNRAD FOR ANY CLAIM OR LOSS RELATING TO OR ARISING IN CONNECTION WITH THE MERCHANDISE.

7. No Other Obligations, No Consulting Services: Synrad shall not be subject to any other obligations or liabilities whatsoever with respect to equipment manufactured by Synrad or its suppliers or services rendered by Synrad. For the avoidance of doubt, Synrad does not provide consulting services, and Customer agrees that it will undertake all investigation necessary to determine whether the merchandise it purchases suits its needs.

8. Improvements: Synrad reserves the right to make improvements or other modifications to its products at any time, and Synrad will bear no obligation to make corresponding changes to previously ordered, manufactured, or shipped products.

9. Indemnity: Customer agrees to indemnify, defend, and hold Synrad harmless from and against any claim arising in connection with Customer's use of the merchandise.

10. Freight Insurance: All shipments from Synrad are uninsured. Freight insurance is the responsibility of the customer, and any claims arising from damaged or lost freight is the responsibility of the customer.

11. Entire Agreement: This agreement, along with any provisions printed by Synrad on associated invoices, constitutes the entire agreement between Synrad and Customer in relation to the merchandise and supercedes all prior understandings or agreements, oral or written. These terms and conditions are the only terms and conditions under which Synrad agrees to sell its products. This agreement may only be modified by a written document signed by authorized officers of both parties.