



Terms and Conditions

- Quotation and Orders:** All quotations made and orders received are subject to these terms and conditions which shall take precedence over any terms and conditions whenever submitted by the customer and no alterations shall apply unless confirmed in units by an authorized representative of Electro-Optics Technology, Incorporated (EOT). Quotes from EOT are only valid for 30 days after date of quote.
- Purchase Orders:** Customer issuance of a purchase order will be deemed to be an assent to these terms and any terms contained in any Quotation we provide or have provided to you. They supersede any inconsistent provisions contained on your purchase order. Purchase orders accepted by EOT shall not be cancelled, terminated, suspended, or altered without prior written mutual agreement between EOT and the customer and a cancellation fee may apply. Orders for custom product are non-cancellable. All terms of International Orders are subject to change without notice. If you do not currently have an account with EOT, prepayment for International Orders is required.
- Blanket Orders:**
 - Release requests for blanket orders with unscheduled release dates: The lead time for initial releases against a blanket order will be determined at time of order. Subsequent requests for release require a minimum six-week lead time. Requests for release within six weeks of requested ship date are subject to EOT approval.
 - Change requests for blanket orders with scheduled release dates: Change requests to blanket orders with scheduled release dates must be received four weeks in advance of corresponding ship date. Change requests received within four weeks of corresponding ship date are subject to EOT approval.
- Prices:** Prices quoted are FCA EOT, Traverse City, MI. U.S.A. (Incoterms@2010). Prices are subject to change without notice. EOT also reserves the right to implement a reasonable surcharge in the event raw material costs fluctuate.
- Payment Terms:** For customers having a current account with EOT, payment terms are Net 30 days from date of invoice. Payment may be made by wire transfer, check drawn on a U.S. bank, U.S. Money Order, Mastercard, Visa, or American Express. For customers who do not have a current account with EOT, Net 30 terms may be applied for by completing EOT's Credit Application, with approval solely at EOT's discretion. In the event credit is rejected, the customer will have Prepayment terms as outlined in line item 6. In the event EOT's payment terms are not met, EOT reserves the right to suspend future shipments to the customer until the customer has fulfilled its payment obligations to EOT.
- For customers with Prepayment terms, orders must be prepaid in full by check drawn on a bank in the U.S., wire transfer, U.S. Money Order, Mastercard, Visa, or American Express. Orders will not be entered into the EOT production schedule until full prepayment is received. Once prepayment has been processed, EOT will provide an estimated ship date to the customer. All EOT shipments ship under the FCA Incoterm.
- Risk of Loss:** Risk of loss of or damage to the Product shall pass to the customer at the time EOT notifies the customer that the Product is ready for collection and EOT shall be entitled to invoice the customer.
- Title to Products:** Title to products (excluding Non-Recurring Engineering work) transfers from EOT to the customer upon payment pursuant to item 4 above. The customer shall hold the products in a fiduciary capacity as bailee until payment has been received by EOT. Time of delivery shall not be of the essence however, EOT will make every effort to expedite delivery in accordance with the timescales quoted. EOT shall have no liability for any loss whatsoever suffered by the customer as a result of late delivery.
- Sales and Use Tax:** EOT does not collect or pay state sales or use taxes on its sales within the U.S. It is the responsibility of the customer to pay sales or use taxes that may be associated with purchases from EOT.
- Partial Shipments:** EOT reserves the right to make partial shipments against an order.
- Validation:** The validity and interpretation of this Quotation and these terms and conditions shall be governed by the State of Michigan. The Vienna Convention on Contracts for the International Sale of Goods is excluded from and shall not apply to these terms and conditions.
- Export Control:** All exports are subject to the jurisdiction of the U.S. Dept. of State, U.S. Dept. of Commerce, and other U.S. government organizations. Our products and technologies are exported from the U.S. in accordance with applicable laws and regulations, including the Export Administration Regulations. Re-export or diversion contrary to U.S. law is prohibited. Certain categories of products and technology require an export license and/or investigation of the ultimate destination and uses to which they will be put before being eligible for export. The customer agrees to cooperate with such investigations to the extent required by U.S. law. All terms of International Orders are subject to change without notice. If you do not currently have an account with EOT, prepayment for international orders is required.
- Nonconformance Claims:** Any nonconformance claim must be made within 60 days after date of shipment to the customer. The customer must receive an RMA number from EOT prior to returning the affected goods. An RMA can be obtained by contacting EOT's Customer Service department. EOT will provide shipping instructions for the return of the affected goods.

Electro-Optics Technology, Inc.

3340 Parkland Ct. Traverse City, MI 49686 USA

(231)935-4044 | (800)697-6782 | Fax: (231)935-4046 | sales@eotech.com | www.eotech.com



Goods must be returned in their original packaging with the RMA number clearly marked on the outside of the package and be in their original condition.

14. **Intellectual Property:** All rights and title to patents, trademarks, or any other proprietary or intellectual property that have been issued that relate to the items contained in EOT quotations and order acknowledgements remain the title of EOT.
15. **Warranty:** EOT warrants its products to be free from defects in material and workmanship and complies with all specifications. EOT will at its option, repair or replace any product or component found to be defective during the warranty period. This warranty applies only to the original purchaser and is not transferrable for a period of one year after date of original shipment. The foregoing warranties shall not apply and EOT reserves the right to refuse warranty service should malfunction or failure result from:
 - a. Damage caused by improper installation, handling, or use.
 - b. Unauthorized product modification or repair.
 - c. Operation outside the environmental or damage specifications of the product.
 - d. Contamination not reported to EOT within 60 days of the original ship date.
 - e. EOT's output isolators contain a "spacer" at the end of the isolator. Under certain conditions, an off-axis back-reflection from the workpiece could focus down onto the output displacer or polarizer inside the isolator. The purpose of the spacer is to eliminate the conditions under which this could happen. Should EOT's output isolators be purchased without the spacer or should the spacer be removed, damage to the output displacer or polarizer will not be covered under warranty and the customer will be responsible for all costs associated with such an occurrence.

This warranty is exclusive in lieu of all other warranties whether written, oral, or implied. EOT specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. In no event shall EOT be liable for an indirect, incidental, or consequential damages in connection with its products.

16. **Limited Liability:** Other than as expressly set forth above or as contained in any express warranties provided with products and the extent permitted by law, EOT makes no warranties, express or implied, including warranties of merchantability or fitness of the merchandise for any particular purpose. **EOT SHALL NOT BE LIABLE FOR LOSS OR DAMAGE RESULTING FROM THE USE OR PERFORMANCE OF THE PRODUCTS. IN NO EVENT SHALL EOT BE LIABLE TO THE BUYER OR ITS CUSTOMERS FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM LOSS OF USE, INTERRUPTION OF BUSINESS, OR LOST PROFITS, EVEN IF EOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL EOT'S AGGREGATE LIABILITY TO THE BUYER AND ITS CUSTOMERS EXCEED THE AMOUNT PAID FOR PRODUCTS PURCHASED UNDER THIS AGREEMENT IN THE PRIOR 6 MONTHS.**
17. **Product Returns/Return Material Authorization (RMA):**
 - a. Returns for credit: A customer may return a catalog product within 60 days after date of shipment to customer for full credit by following the procedures below. Under no circumstances may custom or non-catalog items be returned. Customers may return a catalog product within 60-90 days after the date of shipment, but these returns will be subject to a 25% restocking fee. Returns for credit will not be accepted after 90 days.
 1. Obtain a written Return Material Authorization (RMA) from EOT by contacting our customer service department.
 2. Return the product in its original packaging container with the RMA number clearly marked on the exterior of the shipping package.
 3. The customer will be responsible for all costs associated with shipping the returned product back to EOT.
 4. The returned product must pass an incoming inspection by EOT before credit will be issued for the return.
 5. Shipping and handling charges will not be refunded.
 - b. Returns for repair/replacement.
 1. Obtain a written Return Material Authorization (RMA) from EOT by contacting our customer service department.
 2. Return the product in its original packaging container with the RMA number clearly marked on the exterior of the shipping package.
 3. EOT will provide shipping instructions for the return of the affected goods.
 4. If the repair is deemed non-warranty, the customer will be responsible for all shipping, duties, and taxes associated with the return of the product to the customer.
 5. EOT will provide a written quotation for all non-warranty repairs/replacements. A purchase order from the customer is required to start repair/replacement work. If a purchase order is not received within 30 days of the quote being sent, the goods will be returned unrepaid at the customer's expense.



6. EOT agrees to provide non-warranty repair of its products up to five years after date of original shipment, but reserves the right to not repair if date of original shipment exceeds five years.
7. Optics/Fiber optics being repaired (repolished, recoated, recleaved, or in some other way refurbished or reworked) as part of a return are done so at customer risk. Any damage incurred during repair will be borne by the customer.

All requests for the return of an EOT product should be directed to EOT's Customer Service Department at 231-935-4044 or customerservice@eotech.com. EOT's customer service department will issue an RMA for the return. All returns should clearly reference the RMA number on the outside of the shipping container. All RMAs should be shipped to:

Electro-Optics Technology, Inc.,
Attn: Customer Service
3340 Parkland Ct.
Traverse City, MI. U.S.A. 49686

18. **WARNING; EOT'S FARADAY PRODUCTS CONTAIN STRONG MAGNETS. NEVER ATTEMPT TO DISASSEMBLE EOT'S FARADAY DEVICES, SERIOUS INJURY COULD RESULT. DO NOT BRING EOT'S FARADAY DEVICES NEAR HARD DRIVES, PACEMAKERS OR ANY OTHER MAGNETICALLY SENSITIVE OBJECT. ADDITIONALLY, EOT'S FARADAY DEVICES CONTAIN EXTERNAL MAGNETIC FIELDS. CAUTION SHOULD BE EXERCISED TO ASSURE LOOSE FERROMAGNETIC DEVICES SUCH AS ALLEN WRENCHES, BALLDRIVERS, ETC. DO NOT COME UNDER THE INFLUENCE OF THESE EXTERNAL MAGNETIC FIELDS.**
19. **Governing Law:** The parties hereto agree that these Conditions shall not be construed, enforced or governed by the United Nations Convention on Contracts for the International Sale of Goods; rather these Conditions are entered into in the State of Michigan and shall be construed, enforced and governed in accordance with the laws of the State of Michigan without giving effect to any choice of law provisions thereof. The jurisdiction and venue of any action with respect to the subject matter of these Conditions shall be the state or federal courts for the County of Grand Traverse, State of Michigan, and each of the parties hereto submits itself to the jurisdiction and venue of either such courts for the purpose of any such action.