

TERMS AND CONDITIONS OF SALE

AccuTru Product Warranty

LIMITED WARRANTY

AccuTru warrants its products to be free from defects in material and workmanship for a period of 90 days from date of delivery and that the product or service meets AccuTru's published applicable Product and Service data.

LIMITATION OF WARRANTY AND LIABILITY

- a. Products and Services supplied by AccuTru will be of sound material and workmanship and conform to AccuTru's published applicable Product and Service data. This statement substitutes for and AccuTru Sensor Technologies DISCLAIMS ALL WARRANTIES related to the Product and Services whether EXPRESSED OR IMPLIED, stated trade custom or otherwise INCLUDING, but not limited to warranties of quality, performance, MERCHANTABILITY OR FITNESS for a particular purpose, whether or not known to AccuTru unless AccuTru has specifically agreed in writing that the Product or Service will be fit for a particular purpose and Buyer has given detailed written specification of such purpose to AccuTru.
- b. Even if AccuTru or its representative shall have given technical advice or direction or shall have supervised or inspected the use or application of the Products, not pursuant to contract or as a free service, nevertheless AccuTru disclaims all warranties of undertaking and liabilities for such assistance except to the extent that AccuTru has agreed explicitly to the contrary in writing.
- c. AccuTru shall not be liable for and adverse effects of storage, handling, or use of the Product unless AccuTru's specific recommendations have been followed and unless AccuTru has consented explicitly in writing to such liability.
- d. AccuTru shall have no liability in contract or tort for any injury, loss, expense, or direct and indirect damage, and disclaims all liability for damage to property, loss of profit or other consequential damages which may be attributable to the supply or use of the Product or the Services rendered by AccuTru.
- e. If buyer disputes AccuTru's care and AccuTru's reservations in these Limitations or elsewhere and AccuTru is held liable for damages to Buyer or a third party, compensation shall be limited to the actual damages proved but in no event exceed the price of the project or \$25,000, whichever is less.

LAW, TRADE TERMS, JURISDICTION

- a. Exclusively the laws of Texas shall govern AccuTru's contract with Buyer, including these Limitations.
- b. Jurisdiction shall be Harris County, Texas
- c. Unless otherwise specified, invoice payment terms are Net 30 days.