

TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** All orders are subject to final acceptance by INTEQ, Inc. (INTEQ) and may not be altered in its behalf except in writing by an authorized INTEQ employee. INTEQ's acceptance of all orders is contingent upon approval of the purchaser's credit.
2. **PRICES.** Prices for future orders are subject to change without notice. INTEQ reserves the right to correct clerical errors. A minimum order of \$100 is required per invoice. Any order less than \$100 will be assessed a \$15 additional handling fee.
3. **DROP SHIPMENTS.** Inteq Distributors will drop-ship to your customers with the following conditions:
 - Dealer must accept full responsibility for shipment once shipped, or shipment will be insured at Dealer cost
 - A \$15.00 Drop Shipment fee will be added to each invoice
4. **TAXES.** The amount of any present or future sales, use or similar taxes and import or export tariffs applicable to this transaction shall be payable by the purchaser when and as incurred. INTEQ will endeavor to apply the correct sales tax rates, however, the purchaser agrees to pay any and all sales/use taxes, duties or tariffs required by law.
5. **FREIGHT & HANDLING.** Delivery shall be made FOB Origin (Plano, TX) and Purchaser will be charged for any and all shipping, freight, handling, customs and duties incurred for the order. Purchaser will be responsible for any losses incurred during shipment. All Orders will be shipped UPS Ground, unless communicated differently on Purchase Order. Beyond the charges for freight, there will be an additional 1% Handling fee of order total at Dealer Net on all orders.
6. **SPECIAL ORDERS.** A non-refundable deposit of 20% to 50% of the sales price will be required in advance for any orders with special order products; (e.g. non-stock items). Deposit will be applied towards payment of final invoice.
7. **TERMS OF PAYMENT.** Net cash will be due and payable upon delivery, otherwise payment terms are stated on the customer invoice, and if not indicated, customer terms are COD. International shipments require prepayment in full via wire transfer before shipping commences. If total payment is not made on or before the specified due date, the purchaser agrees to pay service charges at the rate of 1.5% per month per unpaid balance and to pay all collection charges incurred by INTEQ, including reasonable attorney's fees. A 3% convenience fee will be added to any order if a credit card is used to pay the invoice.
8. **CANCELLATION.** Cancellation of all or part of an order through no fault of INTEQ, shall not be binding on INTEQ unless notice of cancellation is received by INTEQ at least 30 days before the scheduled delivery date on the face of acknowledgement. If cancellation is agreed to by INTEQ, the customer will be subject to a 15% charge as well as any and all freight and handling costs. Cancellation by failure of INTEQ to deliver as promised can be made only if INTEQ cannot deliver the items within 30 days from notice of intent to cancel.
9. **RETURNS.** Returns will only be considered if product is still new and in the original shipping container. Any altered, installed, damaged or otherwise used products will not be accepted for return. Prior to return, all customer returns must be approved by an authorized INTEQ manager and will be subject to a minimum 15% restocking fee. Any completed services, freight, handling, and other non-product charges will not be credited. Returns shall be shipped prepaid by the purchaser. INTEQ shall not be responsible for damage in shipment. All returns are subject to a minimum 15% restocking charge and no returns will be accepted beyond 30 days from receipt. All returns must have prior approval, and be accompanied by a Return Merchandise Authorization (RMA). To obtain an RMA contact Inteq at 405-789-9900. All returns should be sent freight pre-paid to our Distribution Center at:
624 Krona Dr., Ste. 110
Plano, TX 75074
10. **SERVICE.** All service items must be accompanied by a Service Request Form which you can receive by contacting your sales representative. All non-warranty service items are subject to a \$100 evaluation fee which will be waived with approval of service estimate.
11. **CLAIMS.** Any claims for shortages, damages, or delays shall be made by purchaser direct to the carrier. INTEQ shall supply additional copies of invoices and transportation receipts and other information necessary for the filings of any claim against the carrier by purchaser.
12. **TITLE AND SECURITY INTEREST.** INTEQ retains title to all product until buyer performs all obligations, to include payment in full, under this contract. INTEQ retains a security interest in the goods, including all accessions to and replacements of them, to secure performance of all buyers' obligations arising under this agreement.
13. **DELIVERY.** Delivery and Acceptance of Delivery occurs when the product is shipped from INTEQ or is delivered to the customer by an authorized INTEQ employee. INTEQ will maintain delivery schedules as closely as possible, but all advance shipping dates are best estimates only, and INTEQ assumes no liability for loss or consequential damages for delay.
14. **WARRANTY.** The warranty on items sold by INTEQ is as specified by the manufacturers of those items. INTEQ's liability during the warranty period is limited to servicing or adjusting any product returned to the INTEQ for that purpose, and to replacement of any defective parts. The foregoing states, the entire liability of INTEQ to the Purchaser in connection with its products. INTEQ shall not be held responsible for consequential damages of any kind, and the foregoing in lieu of all other warranties expressed or implied. This warranty shall be effective only in the event the purchaser complies fully and promptly in making all payments required under INTEQ terms of payment. This warranty is applicable only to the original Purchaser on sales made directly by INTEQ or by an authorized dealer or distributor. Warranty repairs will be returned to purchaser via surface transportation, unless purchaser specifically authorizes return by air shipment and agrees to pay the cost.
15. **SPECIFICATIONS.** INTEQ reserves the right to change specifications or to discontinue products at any time. There is no obligation to retain previous specifications or to incorporate modifications on instruments sold separately. Should purchaser make any changes in specifications involving additional engineering, postponement of cancellation of any order, purchaser agrees to pay INTEQ a reasonable charge therefore.
16. **USE OF DATA.** Purchaser shall treat as confidential all drawings and data submitted by INTEQ pertaining to price, size, and design. Purchaser shall not give or show such drawings or data to others under any circumstances, unless specifically approved by an authorized INTEQ employee. All such drawings and data shall remain INTEQ property.
17. **AGREEMENT.** Unless otherwise agreed in writing, the terms and conditions on the face and reverse of the acknowledgement constitute the entire agreement and understanding of the parties and shall not be modified by standard clauses in the purchaser's purchase order or elsewhere.
18. **LIABILITY.** Purchaser agrees to indemnify and hold INTEQ harmless from any liability arising from the use of the equipment. INTEQ shall not be held responsible for consequential damages of any kind, and the foregoing is in lieu of all other warranties expressed or implied.
19. **ARBITRATION.** All Parties agree that all disputes between parties (whether or not such dispute involves a third party) will be resolved by binding, individual arbitration under the American Arbitration Association's Rules for Arbitration of Consumer-Related Disputes and all parties hereby expressly waive trial by jury.
20. **LEGAL VENUE.** These terms and conditions shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Texas. If any action is necessary to enforce the terms and conditions or to defend against claims of any nature, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Dallas County, Texas. The prevailing party in any action to enforce the terms and conditions shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.