

CHROMA SYSTEMS SOLUTIONS TERMS AND CONDITIONS**PRICES**

- (a) All prices are F.O.B. Lake Forest, CA, unless otherwise indicated in the quotation
- (b) Standard terms are Net 30 days. Pending credit approval. Interest will be charged at the rate of 1.5% per month on balances unpaid after 30 days.
- (c) Standard payment method is company purchase orders/invoicing. For other methods of payments a 3% handling charge will be applied.
- (d) Prices and specifications are subject to change without notice.
- (e) For prices on instruction manuals, repair, calibration, replacement parts and service contracts, please contact the service department in Lake Forest, CA.

RETURN POLICY

30-day Evaluation Purchase Orders: Purchase orders for individual products may specifically state that the product is purchased on a 30-day (trial) evaluation period (called an "Evaluation Purchase Order"). Evaluation Purchase Orders must be formal purchase orders indicating the full purchase price, terms and other contractual information and stating that the Buyer intends to evaluate the product. If the product does not meet its published specifications or other requirements as stated on the purchase order, the product may be returned to Chroma Systems Solutions for a full refund within 30 days from the date of shipment and will not be subject to restocking fees. Buyer is responsible for freight charges both ways and any damage or unusual wear and tear. Unit must be returned in original packaging with original manuals, cables, connectors, etc. Units not returned within 30 days are considered a binding purchase and invoiced according. NOTE: NOT ALL UNITS ARE AVAILABLE FOR EVALUATION PURCHASE ORDERS, CONSULT FACTORY FOR PRE-APPROVAL.

QUANTITY DISCOUNT PROGRAM

Chroma Systems Solutions provides a Quantity Discount Program that starts at 5 or more units on selected models. This discount may not be used in conjunction with other discounts or special offers but may be used in place of other discounts, which ever is greater. Consult your Chroma Systems Solutions Sales Representative for details.

EDUCATION DISCOUNTS

Chroma Systems Solutions is a strong supporter of Educational assistance and provides a discount to Universities and Educational Institutions for many products. Consult your Sales Representative for details.

WARRANTY AND SERVICE

- (a) During the warranty period, Chroma will, at our option, either repair or replace any product that proves to be defective.
- (b) To exercise warranty or to request repair services, please call 949-600-6400 and request the service department. You will be given prompt assistance and return instructions. Send the product, transportation prepaid, to the indicated service facility. Warranty coverage includes parts and labor to repair or replace the instrument at Chroma's specified service center. On-site service is not included.
- (c) Hardware warranty period is for one year from purchase. Software warranties are from 90 days of purchase.
- (d) Warranty services are for phone support only and hardware return-to-factory (via RMA). Onsite support is not covered under the warranty program.
- (e) For technical support via email, please contact the following: Service@Chromausa.com

LIMITATION OF WARRANTY

Chroma's warranty is limited and does not apply to defects resulting from production error, mishandling or other types of misuse of any product or component. Chroma is not responsible for improper hookup or usage or damage resulting from misapplication of the products. This warranty does not apply to fuses, software, non-rechargeable batteries, from battery leakage, problems arising from normal wear, or failure to follow instructions.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR USE. THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. NEITHER CHROMA SYSTEMS SOLUTIONS, INC. NOR ANY OF ITS EMPLOYEES OR AFFILIANTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE USE OF ITS PRODUCTS EVEN IF CHROMA SYSTEMS SOLUTIONS, INC. HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES SHALL INCLUDE,

BUT ARE NOT LIMITED TO: COSTS OF REMOVAL AND INSTALLATION, LOSSES SUSTAINED AS THE RESULT OF INJURY TO ANY PERSON, OR DAMAGE TO PROPERTY. WARRANTY SUPPORT INCLUDES, TELEPHONE SUPPORT ONLY AND CUSTOMER RETURN-TOFACTORY FOR INSTRUMENTS

PROPRIETARY PRODUCTS

Chroma includes graphical software interface (softpanels and other types of software products) with many products. This software is property of Chroma and may not be copied, sold or reissued in any other media. Software is provided for use only with instruments it was delivered with. It may not be used for any other purpose, disclosed, modified, or provide to any third-party, without written permission.

Chroma provides Printed Circuit Boards and other design material as part of our product sets. Fabrication information for these components is proprietary to Chroma.

SHIPPING INSTRUCTIONS

- (a) Shipping instructions. You may provide a common carrier account number for use or direct Chroma to charge the shipment to, or you may instruct Chroma to prepay and add freight and handling charges to the invoice amount. If you specify prepay and add, Chroma will add handling charges up to the amount of the basic shipping charges.
- (b) Customers should specify in the purchase order shipping preferences (standard ground, overnight, pre-pay and add, etc.). If no preference is indicated Chroma will ship best commercial way or UPS at our option.
- (c) All Shipments are F.O.B. Lake Forest, CA and insurance will be added to all shipments unless specifically requested to do otherwise. For F.O.B. Lake Forest, CA shipments, title transfer occurs at Chroma's Dock. Customer is responsible for collecting claims from Freight Company in the event of loss or damage during transit.
- (d) Large shipments, such as ATE systems, will be crated prior to shipment unless otherwise specified during the purchasing cycle. The cost of crating is part of the freight charges invoiced by Chroma.
- (e) Every effort will be made to process your order expediently and meet your desired delivery schedule. Units quoted as "stock" will ship in approximately 3-5 business days
- (f) All instruments should be tested when they are received. If they fail to operate properly, or are damaged in any way, a claim should be filed immediately with the carrier. The claim agent should obtain a full report of the damage, and a copy of this report should be forwarded to us by fax (949-600-6401) or E-mail (Service@Chromausa.com). CHROMA will prepare an estimate of repair cost and repair of the instrument(s) when authorized by the claim agent. Please include model number and serial number when referring to the instrument.

INSTRUMENT CALIBRATION REPORTS

Instrument calibration reports, which include the calibration data on each individual unit, are available for new instrument purchases and instruments returned for repair of calibration. The calibration process varies for each product, and does require a service fee to be paid for the report. Contact the Service Department at 949-600-6400 for pricing information.

HOW TO ORDER

Email or fax your purchase order to:

- Fax: 949-600-6401
- Email: To the e-mail address shown on your quote, or to Sales@Chromausa.com

ORDER CANCELLATION

Orders must be cancelled in writing. A restocking fee of 25% will be applied to cancelled orders. No returned items will be accepted after the thirty (30) day period has expired.

RETURNS

A Return Materials Authorization (RMA) number is required for all items returned to Chroma. Please call 949-600-6400 to obtain an RMA number. The RMA number is assigned to aid us in tracking your instrument. No returns will be accepted without a valid RMA number on the outside of the return package. Customers will be responsible for freight charges on all items.

CERTIFICATIONS

Chroma products come with CE certification. Other certifications, such as UL or CSA, are optional.