

## STANDARD TERMS AND CONDITIONS OF SALE

**TITLE** - Title to the products of ALTECH shall remain with ALTECH until payment is made in full by Customer. Such reservation of title is for the purpose of securing the purchase price and shall not relieve Customer of the duty to inspect the products upon receipt, to notify ALTECH of any deficiencies or defects, and to exercise due care in the use, installation, operation, and maintenance of the products when on the premise of the Customer or under the control of the Customer. Notwithstanding any reservation of title by ALTECH, risk of loss shall pass to customer at any time of shipment.

**SHIPMENT AND DELIVERY** - All orders for destination in the mainland United States (less Hawaii, Alaska and noncontinental United States possessions) will be shipped F.O.B. Flemington, N.J. All destination, shipping and other charges shall be paid by the Customer in accordance with ALTECH's then current shipping and billing practices. Delivery dates given in the acceptance of any order are approximate.

ALTECH shall not be liable for delays in delivery or in performance due to causes beyond its reasonable control including acts of God, acts of Customer, acts of civil or military authority, fires, strikes or other labor disturbances, war, riot or delays in transportation. In the event of such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

**PRICE** - PRICES in any ALTECH publication are subject to change without prior notification. Catalog prices are based on prices published in the current price list. All written quotations are valid for thirty (30) days from the date of quotation. Customer shall pay all sales, use, excise or similar taxes whenever ALTECH must itself pay and/or collect such tax from Customer arising out of the sale.

**PAYMENT** - Customer agrees to make payment within thirty (30) days of date of the invoice from ALTECH. Customer agrees to pay a late payment charge of one and one-half percent (1 1/2% per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is in default. Orders amounting to less than \$50.00 will be billed at \$50.00 plus freight. Full carton purchases are required. In the event of referral to an attorney for collection, reasonable attorney's fees for collection of the overdue amount shall be paid by Customer. In the event payment is not received within 30 days from the date of invoice, any discount shall be cancelled and the full list price will be due.

### GENERAL TERMS AND CONDITIONS FOR ALL WARRANTIES

The warranty terms described herein are provided by the manufacturer Pulsotronic. Altech Corp. is the North American marketing representative of Pulsotronic and oversees and manages the Warranty Program in North America.

Altech/Pulsotronic warrants the products manufactured by Pulsotronic and covered by the respective Warranty Agreements to be free from defects in material and workmanship under normal and proper usage for the respective time periods listed herein from the date of the shipment from Pulsotronic. In addition, certain specific terms and conditions apply to various Warranties.

**THESE EXPRESS WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER MADE - BOTH EXPRESSED AND IMPLIED. ALTECH / PULSOTRONIC EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS COVERED BY THESE TERMS AND CONDITIONS. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 (3) OF THE UNIFORM COMMERCIAL CODE AND / OR IN ANY COMPARIBLE STATE STATUTE IS EXPRESSLY DISCLAIMED.**

Altech/Pulsotronic warrants that the goods sold are as described, but no promise, description, affirmation of fact, sample model or representation, oral or written shall be part of an order, unless set forth in these terms and conditions, or are in writing signed by an authorized representative of Altech/Pulsotronic. These warranties do not apply to any product which has been subject to misuse, negligence or accident - or to any product which has been modified or repaired, improperly installed, altered, or disassembled - except according to Pulsotronic's written instructions.

1) These warranties are limited to the electronic and mechanical performance only, as expressly detailed in the product specifications and not to cosmetic performance.

2) These warranties shall not apply to any cables attached to, or integrated with the product as well as accessories and products not manufactured by Pulsotronic.

3) These warranties shall not apply to any products which are stored, or utilized, in harsh environmental or electrical conditions outside Pulsotronic's written specifications.

4) These warranties are applicable only to products shipped from Pulsotronic subsequent to January 1, 1994.

### LENGTH OF WARRANTY

1) Subject to the General Terms and Conditions for all warranties, Pulsotronic warrants that the following products will be free from defects in materials and workmanship under normal and proper usage for 18 months from the date of shipment from Pulsotronic.

Ultrasonic Sensors, Capacitive Sensors, Ring Sensors, Inductive Sensors, Photoelectric Sensors, Related Amplifier Products, Signal Conditioner and Motion Detectors.

2) Subject to the General Terms and Conditions for all warranties, Pulsotronic warrants that the following products will be free from defects in material and workmanship under normal and proper usage for 5 years from the date of shipment from Pulsotronic.

Inductive Proximity Sensors (Except Ring and Flat Pack Sensors)

and

3) Lifetime Warranty (optional - registration required)

For inductive proximity sensors sold to the original purchaser for the lifetime of the original application (except ring- and Flat-pack Sensors) The following terms apply to the lifetime warranty in addition to the General Terms:

A) This warranty shall be effective only when the lifetime warranty registration has been completed, signed by the end user and ALTECH and has been received by Pulsotronic not later than six (6) months after installation in the end user's plant, or two (2) years from the date the product was shipped from Pulsotronic, whichever is sooner.

A lifetime Warranty Registration form is available from ALTECH or their authorized distributors or representatives.

B) This LIFETIME WARRANTY is available only to an Original User and shall be valid only if the product was purchased by the Original User from ALTECH or from their authorized distributor. (The term "Original User" means that person, firm, or corporation which first uses the product on a continuous basis in connection with the operation of a production line, piece of machinery, equipment, or similar device.) In the event the ownership of the product is transferred to a person, firm or corporation other than the Original User, this LIFETIME WARRANTY shall terminate.

C) This warranty is applicable only to the original application. In the event the machinery, equipment, or production line to which the product is connected, or on which it is installed, is substituted, changed, moved or replaced, the warranty shall terminate.

### PURCHASER'S EXCLUSIVE REMEDIES

This remedy shall apply to all Warranties. If the user desires to make a warranty claim, they shall notify the authorized ALTECH Distributor from whom it was purchased or, if such Distributor is unknown shall notify ALTECH directly. ALTECH/Pulsotronic shall, at its option, take any of the following two courses of action for any products which Pulsotronic determines are defective in materials or workmanship.

1) Repair or replace the product and ship the product to the original purchaser or to the authorized ALTECH Distributor, postage or freight pre-paid; or

2) Repay to the original purchaser that price paid to ALTECH, or it's Distributors by the original purchaser; provided that if the claim is made under the lifetime warranty, and such product is not then being manufactured by Pulsotronic, then the amount to be repaid by Pulsotronic to the original purchaser shall be reduced according to the following schedule:

Number of years since date of purchase by original purchase	Percent of Original Purchase price to be paid by Pulsotronic
0-10	50%
10-15	25%
15-20	10%
20+	5%

## **STANDARD TERMS AND CONDITIONS OF SALE - cont.**

**PURCHASER'S REMEDIES SHALL BE LIMITED EXCLUSIVELY TO THE RIGHT OF REPLACEMENT, REPAIR OR REPAYMENT AS PROVIDED AND DOES NOT INCLUDE, ANY LABOR COST OR REPLACEMENT AT ORIGINAL PURCHASERS' SITE.**

**PULSOTRONIC/ALTECH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, APPLICABLE TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM PROPERTY DAMAGE, PERSONAL INJURY OR BUSINESS INTERRUPTION.**

### **Consider Safety and protection precautions.**

Pulsotronic takes great care to design and build reliable and dependable products, however, some products can fail eventually. You must take precautions to design your equipment to prevent property damage and personal injury in the unlikely event of failure. As a matter of policy, Pulsotronic does not recommend the installation of electronic controls as the sole device for the protection of personnel in connection with power driven presses, brakes, shears and similar equipment and, therefore, the customer should build in redundancy or dual control using approved safety devices for these applications.

### **Pulsotronic Representative:**

**Altech Corp.** 35 Royal Road  
**USA** Flemington, NJ 08822-6000

**SELLER'S REMEDIES** - Should Customer fail to make any payment within ten (10) days of its due date, or fail to perform any other of the Customer's obligation hereunder upon thirty (30) days written notice, or should Customer be or become insolvent or be a party to any bankruptcy or receivership proceeding prior to full payment of all amounts payable hereunder, ALTECH may: (a) with or without demand or notice to customer declare the entire amount unpaid immediately due and payable; (b) enter upon the premises where the equipment may be found and remove it (Customer shall assemble the equipment and make it available to ALTECH at a place reasonably convenient to both parties and shall permit and assist ALTECH in effecting the retaking and removal of the equipment); and (c) sell any or all the equipment as permitted under applicable law, applying the proceeds of the sale to payment of the expenses of retaking, repairing and selling the equipment reasonable attorney fees and to the satisfaction of all indebtedness then due and unpaid under this Agreement. Any surplus shall be paid to Customer and any deficiency shall be paid to ALTECH by Customer.

The remedies provided to Seller herein shall be cumulative and in addition to all other remedies provided by law or equity or under the Uniform Commercial Code.

**GOVERNING LAW** - This agreement will be governed by the Laws of the State of New Jersey.

**GENERAL** - This Agreement shall only become effective and binding when either (a) it has been accepted and executed by an authorized representative of ALTECH, or (b) the equipment has been shipped to Customer, with or without acceptance in writing, hereon. Notice of acceptance is hereby waived by Customer. Customer hereby acknowledges receipt of a true and complete copy hereof.

No addition to or modification of any of the terms and Conditions of Sale as they appear herein shall be binding upon ALTECH unless signed in writing by duly authorized representative of ALTECH in Flemington, N.J.

Typographical and clerical errors in quotation, orders and acknowledgments are subject to correction.

This Agreement is not assignable without the prior written consent of ALTECH. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ALTECH is not responsible for failure to fulfill its obligation under this Agreement due to causes beyond its control, or except as agreed herein.

**THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, FURTHER THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**