



## STANDARD TERMS AND CONDITIONS

**1 - ACCEPTANCE:** Each order is subject to acceptance by CohuHD™. No order shall be binding until accepted in writing by an authorized CohuHD employee. The terms and conditions stated herein form the entire terms and conditions between Buyer and CohuHD, Inc., except for written agreements signed by both parties amending these terms and conditions.

**2 - CANCELLATION OR CHANGE TO CONTRACT:** Upon written notice by Buyer of intention to cancel an order, CohuHD will stop work promptly. Cancellation of an accepted order requires CohuHD written consent thereto, including terms that will satisfy all costs incurred and proportionate profit earned by CohuHD. Change orders will take effect upon Buyer's and CohuHD's written agreement on all changes. However, if Buyer requests to delay shipping an order beyond the stated lead time, CohuHD reserves the right to refuse the delay or adjust pricing to then current levels.

**3 - DELIVERY:** Delivery date is the ship date from the factory provided in the order acknowledgement, and is CohuHD's best estimate at time of order placement. CohuHD shall not be liable for any nonperformance, loss, damage, or delay due to war, acts of terrorism, riots, fire, flood, strikes or other labor difficulty, governmental actions, including without limit delivery requirements of a US Government agency rated order, acts of God, acts of the Buyer or its customer, transportation delays, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of CohuHD. In such event, CohuHD's performance shall be excused for a commercially reasonable time that is at least the length of time lost due to such delay.

**4- LIMITED WARRANTY:** CohuHD warrants that, at time of delivery, the equipment covered by these terms and conditions will be free from defects in materials and workmanship, provided the equipment or system is installed, operated and maintained in accordance with the Operation and Maintenance manual or such other CohuHD documentation as may be applicable, for any such defect reported to CohuHD as follows:

- CohuHD RISE 42xxHD series products for three years from date of shipment from CohuHD's factory.
- CohuHD 34xxHD series products for three years from date of shipment from CohuHD's factory.
- All other CohuHD manufactured products are warranted for two years from date of shipment from CohuHD factory.
- Resale items not manufactured by CohuHD are warranted as specified by the original manufacturer.
- IP67/IP68 enclosures include a lifetime warranty against moisture ingress. CohuHD will clean/repair and re-pressurize returned enclosures.

CohuHD will take reasonable action to repair or replace such equipment. Any claim of defect shall be submitted promptly in writing to CohuHD, Attention: Customer Service Department. A Return Material Authorization (RMA) is required for all items returned to CohuHD for repair, and must be provided by CohuHD prior to delivery at the factory. No items will be accepted without an RMA. Information necessary to process an RMA include Buyer contact details, a full product identification (serial number, model number), and description of the claimed defect as well as an explanation of the circumstances and operational conditions and reading at the time of defect. Purchaser shall prepay transportation charges to CohuHD.

CohuHD's total liability under this warranty program is limited to the repair or replacement of items purchased pursuant to these terms and conditions which are found to be defective in material and/or workmanship. CohuHD retains the option, in its sole discretion, to make such repair or replacement at Buyer's site, at the CohuHD factory, or via an authorized service center. CohuHD supplied subsystems from OEM manufacturers carry only their manufacturer's warranty, which is passed on to the Buyer. CohuHD will, at the request of the Buyer, assert warranty claims to the manufacturer of such devices, but by so doing does not assume any liability.

This warranty shall be void in the event of damage caused by misuse; disassembly; unauthorized repairs; intentional damage; failure to maintain the product in accordance with CohuHD operating manuals; operation of the product beyond its specified operating environment; or damage caused by accidents, lightning, power surges, acts of God, or other natural disasters; or Buyer's failure to timely pay amounts due to CohuHD. Expendable items such as bulbs, fuses, etc., are excluded from coverage under this warranty program.

Buyer shall be responsible for all costs of returning claimed defective products to CohuHD, and CohuHD will be responsible for returning the repaired products or replacements.

**THIS CONSTITUTES THE SOLE WARRANTY MADE BY COHUHD EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COHUHD BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND BUYER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING PRODUCTS.**

**5 - SHIPMENT:** Unless expressly prohibited by Buyer, partial shipments shall be accepted. All shipments are made Ex-works (Incoterms 2010)- CohuHD factory unless expressly agreed upon otherwise. Costs of boxing and crating for domestic shipment are included in the quoted price or quoted as a separate line item. When special export or domestic packing is specified, a charge will be made to cover this extra expense. Special packing requirements and method of shipment must be stated in the purchase order. CohuHD takes reasonable care in packing for shipment and selection of carrier. CohuHD assumes no responsibility for delay, breakage, or damage after having made delivery in good order to the carrier. Insurance is the responsibility of the Buyer. Claims for damage are to be made by the Buyer on the carrier; CohuHD will assist in such claims, as requested by the Buyer. Charges & Freight quotations are available.

**6 - U.S. TAXES:** Unless specifically stated, the prices quoted are exclusive of any federal, state, municipal, or other government tax that may be imposed upon the production, storage, sale, transportation, or use of the products described herein. The Buyer shall pay such taxes applied directly to the sale and levied prior to shipment from CohuHD, or in lieu thereof the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities. Unless a state issued tax exempt certificate is presented at the time of order placement, sales tax will be applied when shipping product to the following states: CA, NY, TX and, WA. Training is not taxable in any state. The U.S. Government is not taxable in any state. If taxable, Buyer shall include the appropriate amount and percentage on the Order for the Goods.

**7 - DUTIES:** All duties, import or export fees, customs fees, and brokerage charges are the responsibility of the Buyer. Pricing in CohuHD's quotation does not include these charges unless explicitly stated.

**8 - RISK OF LOSS:** Title to the goods shall pass to Buyer upon shipment from CohuHD's factory. Risk of loss of the goods shall pass to Buyer as soon as the goods are deposited with the carrier. It is specifically agreed that the risk of loss shall not be altered due to a default or breach of these terms and conditions by either party.

**9 - ASSIGNMENT-DELEGATION:** No right or interest in an accepted order shall be assigned by either Buyer or CohuHD without the written consent of the other party. No delegation or the performance of any obligation owed by either party shall be effective without the written consent of the other party.

**10 - APPLICABLE LAW:** The law which shall be applied hereto shall be the Uniform Commercial Code as adopted by the State of California, and as effective and in force on the date of acceptance of Buyer's order by CohuHD.

**11 - EXPORT LAWS:** The Goods may be subject to U.S. Government export laws and regulations. Buyer shall not export, re-export, or transfer the Goods or Confidential Information received from CohuHD without first obtaining the appropriate US Government approvals, if any. CohuHD will cooperate with Buyer to obtain any export licenses Buyer seeks, but obtaining such licensing shall be the exclusive responsibility of Buyer and CohuHD makes no representation or warranty regarding the issuance of export licenses for the Goods.

**12 - CASUALTY TO IDENTIFIED GOODS:** If the goods ordered by Buyer are destroyed for reasons beyond CohuHD's control prior to the time the risk of loss passes to Buyer, the date of delivery shall be adjusted to accommodate remanufacture of the affected goods. If the loss is partial, Buyer shall have the right to take delivery of that portion of the goods which conform to the contract.

**NOTES:** Quote valid for 60 days unless otherwise noted.