

SERVICE TERMS AND CONDITIONS

1. PURCHASE ORDERS AND QUOTES
 - a. The provisions of a quotation or any resultant Purchase Order shall be interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania.
 - b. Upon receipt of a complete repair request, AYDIN DISPLAYS shall issue a Return Material Authorization (RMA) for evaluation fee and authorization for Buyer to return the product for repair. Buyer shall issue a Purchase Order reflecting approval of the evaluation fee. Any shipments received without a Purchase Order reflecting the evaluation fee shall be rejected and returned to Buyer without evaluation or repair.
 - c. After receipt of the product, AYDIN DISPLAYS will provide one of the following: i. Repair quote; ii Notice of no trouble found; or iii Notice of beyond repair.
 - d. Buyer shall respond with intent to approve or reject the Repair Quote within 30 days of date sent. Buyer shall issue a Purchase Order reflecting approval of the quoted amount within a reasonable period (not to exceed 180 days). If a Purchase Order is not received within a reasonable time, AYDIN DISPLAYS shall return the product unrepairs to the Buyer and issue an invoice for the evaluation fee + shipping costs.
2. CHANGES
 - a. Buyer may at any time provide written notice signed by appropriate procurement authority, to make changes (such as product improvements or additions within the general scope of this order) to the items being purchased, specifications, instructions and work. If any such change impacts the cost or time required for performance, an equitable adjustment shall be made in writing accordingly. Aydin Displays shall assert such claim in writing within thirty (30) Days from the date of receipt of a written order from Buyer's Purchasing Representative directing such change.
 - b. AYDIN.DISPLAYS shall have freedom to make engineering changes and to select parts and material so long as the change does not affect compliance of the equipment with the functional specifications. Form, fit and function will be preserved down to and including the card level.
 - c. As product improvements are generated in areas of design or performance, AYDIN DISPLAYS will notify the Buyer, in writing, that a change is available. If Buyer agrees to incorporate the changes, AYDIN DISPLAYS will do so subject to the provisions of this clause.
3. DELIVERY DATES
 - a. Delivery dates are subject to acceptance in writing by an authorized representative of AYDIN DISPLAYS.
 - b. AYDIN DISPLAYS shall not be liable for delays in delivery due to causes beyond its reasonable control. In the event of delay, the date or dates for performance shall be extended for a period equal to the time lost by reason of delay.
4. TERMINATION/CANCELLATION
 - a. Buyer shall have the right to cancel an RMA by giving notice of such cancellation to AYDIN DISPLAYS in writing at any time prior to evaluation of the product. Once evaluation has taken place, Buyer shall pay the evaluation fee and cost to return the product.
5. ACCEPTANCE
 - a. Before products are shipped, AYDIN DISPLAYS will perform standard factory acceptance test applicable to the product and will certify in writing that the product ordered has satisfied the requirements of the test. This certification may be in the form of a written certificate or standard AYDIN DISPLAYS quality control stickers or stamps.
 - b. Records of such tests shall remain available for review by Buyer for at least two years after date of delivery.
 - c. Good or services provided under this contract shall be deemed accepted unless otherwise stated in writing within 30 days of receipt. It is expressly agreed that payment for Goods or Services provided under this Order shall not constitute acceptance.
 - d. Acceptance shall be conclusive, except for latent defects, fraud, or gross mistakes amounting to fraud. Nothing contained in this article will be deemed to limit AYDIN DISPLAYS obligations of Buyer's rights under Article 9, AFTER-SERVICE WARRANTY.
6. LIABILITY
 - a. In no event shall AYDIN DISPLAYS be liable to Buyer or to Buyer's end user for any incidental or consequential damages, including without limitation any loss, damage, claim, liability, or expense, of any kind or nature, caused directly or indirectly by the furnishing of services or equipment pursuant to this agreement, or by any interruption of service, or loss of use thereof or for any loss of business or damage to Buyer whatsoever and howsoever caused.

7. TERMS OF SHIPMENT

- a. AYDIN DISPLAYS ships F.O.B. Origin: Buyer shall assume all risk of loss upon delivery to the carrier at AYDIN DISPLAYS plant, and Buyer shall assume full responsibility for negotiating with the carrier, insurer, or both, in the event of misdelivery, loss or damage.
- b. AYDIN DISPLAYS packs all products in accordance with standard commercial practices for domestic shipment and will make all shipping arrangements.
- c. Unless specified by Buyer, shipment will be by means deemed most appropriate by AYDIN DISPLAYS. Unless the repaired product was covered under an active Purchase Warranty, Buyer will pay all shipping charges and cost of insurance. If equipment is to be delivered to points outside the United States, the cost of export packing and all export duties, licenses and fees that AYDIN DISPLAYS is required to pay shall be reimbursed by the Buyer.

8. TERMS OF PAYMENT

- a. Unless prepay is otherwise required, AYDIN DISPLAYS will invoice each article upon shipment. Buyer shall make payment within 30 days of date of invoice.
- b. If payment of invoice for an order, or portion thereof, is delayed beyond 30 days of date of invoice, an interest and handling charge of two percent per month will be added to the total invoice amount.

9. AFTER-SERVICE WARRANTY

- a. AYDIN DISPLAYS warrants that for a period of 90 days from the date of shipment to Buyer, serviced equipment delivered by AYDIN DISPLAYS shall be free from defects in material and workmanship.
- b. Buyer shall submit in writing any claim for defect in material or workmanship, including an explanation of the circumstances leading to the discovery of the defect. Aydin Displays shall take reasonable and prompt action to correct such defect, at its exclusive discretion, by repair, replacement, or both.

- c. AYDIN DISPLAYS' liability under this warranty of materials and workmanship is limited to repair or replacement of defective parts and its liability shall in no case exceed the purchased price of the equipment under the warranty. AYDIN DISPLAYS shall, at its exclusive option, repair or replace defective parts.
- d. The repair or replacement shall be at AYDIN DISPLAYS' plant in Birdsboro, Pennsylvania. If Buyer wishes AYDIN DISPLAYS to accomplish any corrections or rework at the Buyer's plant or any other facility designated by the Buyer, regardless of the responsibility for said defect, Buyer agrees to compensate AYDIN DISPLAYS at their prevailing Field Engineer man-day rate, plus travel, per diem, and local transportation costs.
- e. If a defect is determined by AYDIN DISPLAYS to be the responsibility of, or caused by the Buyer, Buyer's customer or other equipment under the control of the Buyer, the Warranty is void and AYDIN DISPLAYS will issue a repair quote to the Buyer for the cost of repairs. The Buyer has the right to decline the repair and AYDIN DISPLAYS will return the product unrepairs.
- f. This warranty does not apply to items purchased by AYDIN DISPLAYS and covered by a separate Vendor warranty or to expendable items, such as batteries and fuses.
- g. The Buyer shall be responsible for safe transportation and costs of all items returned to AYDIN DISPLAYS under this warranty. There are no other warranties made by Aydin Displays of merchantability or fitness for a particular purpose and that there are no warranties whatsoever, either express or implied, except as to title, other than those warranties which are specifically set forth herein.

10. NOTICES

- a. Notices and correspondence required by or pertaining to this agreement shall be directed to AYDIN DISPLAYS' Service Manager at:
1 Riga Lane, Birdsboro, PA 19508 USA
610-404-7400 | orders@aydindisplays.com | www.aydindisplays.com