



## DRAEGER SAFETY, INC. - TERMS AND CONDITIONS OF SALE (Summary Only)

<b>Minimum Order:</b>	\$100.00 net. Orders less than \$100.00 net will be assessed a \$10.00 fee.
<b>Repair Orders:</b>	A Service Return Authorization (SRA #) is required to process all repair and maintenance actions. List price less designated discount for repair parts and labor. Service expedite fee applies. To obtain a Service Return Authorization (SRA #), please call: Toll free 1-800-858-1737 or 1-800-922-5518 Ext. 300.
<b>Shipping:</b>	<p>FOB shipping point, freight allowed (ground transport of Draeger's choice) for all orders over \$15,000 net to a single shipping location. No freight-allowed for air shipments, next day air or second-day deliveries. Other orders and designated methods are at shipper's expense.</p> <p>Shipping time: If you place your order for in-stock-items by the latest 12:00 PM (EST) Mon - Fri, and the product is in stock, your order will ship the same day. Shipments are dependent on credit approval and subject to stock availability.</p> <p>A \$250.00 "After-Hours" fee will be applied to orders that must ship after 5:30 PM (EST) Monday through Friday, weekends and holidays.</p> <p>A \$10.00 fee per cylinder will be assessed for draining air from cylinders prior to shipment.</p> <p>Inbound warranty claims are at shipper's expense.</p> <p>Outgoing authorized warranty repairs are shipped by Draeger Safety's carrier at Draeger Safety's expense. All shipping methods other than normal ground shipment are at the shipper's expense.</p>
<b>Payment Terms:</b>	Terms are Net 30 Days. A service charge of 1.5% per month is applied to payments later than 30 days. Credit Cards: MasterCard, Visa and American Express are accepted.
<b>Taxes:</b>	All applicable taxes are the responsibility of the Purchaser.
<b>Returns:</b>	<p>A Return Material Authorization (RMA #) is required before materials are returned to Draeger. Please visit <a href="http://www.dsipricelist.com">www.dsipricelist.com</a> to start a Return Material Authorization (RMA #) immediately online, or call 1-800-858-1737 or 1-800-922-5518 Ext. 300.</p> <p>All goods must be returned within 60 business days of invoice date via authorized RMA process.</p> <p>RMA #'s are valid for 30 business days after issue date.</p> <p>Draeger shipping errors - Discrepancies must be reported within 10 business days after receipt of material and clearly marked with a RMA#. Draeger will pay freight using Draeger Safety's carrier.</p> <p>Distributor ordering errors - Must exceed \$100.00 net before return is honored.</p> <p>A restocking charge of 15% (minimum) of invoice will be assessed on all returns except sensors, detector tubes, CMS Chips, calibration gas, SCBA cylinders, instruments with sensors installed, and other consumable and shelf life items which carry a 25% restocking charge, due to established shelf life.</p> <p>Returned goods are subject to RMA inspection and must be in their original or new packaging, and in restockable / resaleable condition.</p> <p>Goods returned without an RMA# will not be received and will be returned at the shipper's expense.</p>
<b>Special Orders:</b>	Orders for special non-stock and customized items/models and/or special quantities, including build deviations, shall not be cancelled or returned.
<b>Other Terms &amp; Conditions Apply:</b>	The foregoing is only a summary of the terms and conditions of sale of Draeger Safety's products, and is qualified in its entirety by the full terms and conditions of sale. The full terms and conditions of sale are attached hereto and/or available upon request. By purchasing Draeger Safety products, you agree to the full set of terms and conditions except to the extent otherwise agreed in writing by a legal representative of Draeger Safety, Inc.

## DRAEGER SAFETY, INC. - TERMS AND CONDITIONS OF SALE

**1. General.** These terms, together with the order acknowledgement provided by Draeger Safety, Inc. ("Draeger"), apply to the purchase of Draeger products ("Products") by any customer ("Customer") identified on any invoice, order acknowledgement, purchase order, packing slip or otherwise issued by Draeger for the sale of such Products by Draeger to Customer (these terms together with the foregoing may hereinafter be referred to as the "Agreement"). Draeger shall not be bound by and objects to any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement that may be set forth in any communication of or by Customer. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications. Customer acknowledges that this is a commercial and not a consumer transaction.

**2. Delivery and Acceptance.** Delivery schedules are approximate only and based on conditions at the time of acceptance of Customer's order by Draeger. Draeger shall make reasonable efforts to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Delivery shall be F.O.B. shipping point, freight allowed (ground transport of Draeger's choice) to a single shipping location for any orders exceeding \$15,000. All other orders or special shipping methods, including air shipments, next day air or second day deliveries, shall be at Customer's expense. Risk of loss and title shall pass to Customer at F.O.B. shipping point. Orders for in-stock items ship same day if ordered by 12:00 PM (EST) Mon.-Fri. pending credit approval and subject to stock availability. A \$250.00 "After Hours" fee applies to orders that must ship after 5:30 PM (EST) Mon.-Fri., weekends and holidays. A \$10.00 fee per cylinder will be assessed for draining air from cylinders prior to shipment. Should the agreed delivery date be postponed by Customer, Draeger shall have the right to deliver to storage at Customer's risk and expense, and payments due upon delivery shall become due when Draeger is ready to deliver. All Products delivered by Draeger to Customer hereunder shall be deemed to have been accepted by Customer the earlier of (i) the date Customer first uses the Products; or (ii) thirty (30) days after delivery of the Products to Customer. Draeger shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond Draeger's reasonable control, including force majeure events.

**3. Pricing.** Unless otherwise agreed in writing by Draeger, all prices quoted are based on U.S. dollars F.O.B. shipping point. Unless otherwise stated, the quotation shall only be valid for thirty (30) days from the date of the quotation. Orders totaling less than \$100.00 will be assessed a \$10.00 minimum order fee. Any sales, use, manufacturer's, property and/or similar taxes/fees imposed on the Products are in addition to the quoted prices and shall be paid by Customer.

**4. Payment Terms.** The purchase price for the Products and all other amounts due hereunder are due net thirty (30) days from the date of invoice. All amounts payable hereunder are payable in U.S. dollars. Partial shipments of Product(s) shall be billed as shipped and installation/implementation shall be billed when completed in accordance with any mutually agreed upon installation/implementation schedule. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Customer's outstanding balance which is not paid within thirty (30) days after invoice date. Payment of such service charge shall not excuse or cure Customer's breach for late payment. In the event Customer fails to make any payment to Draeger when due, then Draeger shall have no obligation to continue performance under any agreement with Customer. Draeger may accept any check or payment in any amount without prejudice to Draeger's right to recover the balance of the amount due or to pursue any other right or remedy. From the F.O.B. point, Draeger shall have a purchase money security interest in the Products (and all proceeds thereof) until payment in full by Customer. This Agreement (including any attachments) constitutes a security agreement. Upon Customer's failure to pay when due any amount owing hereunder, Draeger shall be entitled to pursue any and all rights and remedies available hereunder and at law or equity. Further, Customer shall pay all costs and expenses incurred by Draeger in connection with enforcing the terms of this Agreement against Customer (including, without limitation, reasonable attorneys' fees, court costs and other legal expenses).

**5. Returns; Repairs.** Orders accepted by Draeger are not subject to change except upon written agreement of the parties. Products delivered by Draeger are not returnable by Customer except as follows:

A. Repair Orders: A Service Return Authorization (SRA #) is required to process all repair and maintenance actions. To obtain a SRA #, call 1-800-858-1737 or 1-800-922-5518, Ext. 300. Repair items covered by Draeger's warranty will be return shipped to Customer at Draeger's expense using ground transport carrier of Draeger's choice. All other shipping costs and methods will be at Customer's expense.

B. Returns: A Return Material Authorization (RMA #) is required before any Products may be returned to Draeger. Visit [www.dsipricelist.com](http://www.dsipricelist.com) to start a Return Material Authorization (RMA #) immediately online, or call 1-800-858-1737 or 1-800-922-5518 Ext. 300.

All Products must be returned within 60 business days of invoice date via authorized RMA process. RMA #s are valid for 30 business days after issue date. The following are the only accepted reasons for return of Products: (1) Draeger shipping errors - Discrepancies must be reported within 10 business days after receipt of Product and clearly marked with a RMA#; Draeger will pay freight using Draeger's carrier, and (2) Distributor ordering errors (must exceed \$100.00 net before return is honored). A restocking charge of 15% (minimum) of invoice will be assessed on all returns except sensors, detector tubes, CMS Chips, calibration gas, SCBA cylinders, instruments with sensors installed, and other consumable and shelf life items, which carry a 25% restocking charge due to established shelf life. Returned goods are subject to RMA inspection and must be in their original or new packaging, and in restockable / resaleable condition. Goods returned without an RMA# will not be received and will be returned at the shipper's expense. Orders for special, non-stock and customized items/models and/or special quantities, including build deviations, may not be cancelled or returned. Customer is responsible for shipping costs on all returned or repair items unless otherwise noted above.

**6. Warranty.** Any warranties provided by Draeger on the Products sold hereunder will be specifically stated in writing and delivered with the Products. **DRAEGER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH ON ITS WARRANTY CARDS OR AS PROVIDED IN A SEPARATE WARRANTY COVERING THE APPLICABLE PRODUCT. SUCH WARRANTY(S) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

**7. Limitation of Liability.** Draeger's liability hereunder shall not exceed the actual loss or damage sustained by Customer, up to the purchase price of the Products. **DRAEGER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

**8. Software License.** Any software programs or other proprietary information (collectively, the "Product Software") supplied by Draeger to Customer in connection with the sale of the Products are not included in the sale of the Products to Customer, shall remain Draeger's property and be licensed hereunder, and shall at all times be held in confidence by Customer. Customer will not translate, modify, reverse engineer, disassemble, decompile, or create derivative works based on any of the Product Software or permit any third party to do so. The Product Software may not be copied or transferred to another party or made commercially available in any other device, without Draeger's prior written consent.

**9. Compliance with Laws.** Customer shall comply with all laws, rules, regulations, licensing requirements and other obligations applicable to Customer, including without limitation any law, regulation or treaty relating to the export or re-export of any Product or associated technical data to which the U.S. adheres or with which the U.S. complies.

**10. Miscellaneous.** Customer may not assign any rights or obligations under this Agreement without the prior written consent of Draeger. This Agreement shall be binding on the parties and their respective successors and permitted assigns. This Agreement may not be changed, modified or amended except in writing signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement and any attachments or agreements incorporated by reference, constitute the entire agreement between the parties with respect to the Products. No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. No failure or delay in exercising any right under this Agreement will operate as a waiver thereof. Any notices hereunder shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face of the invoice or confirmation or purchase order to which these terms are attached.