

General Terms and Conditions of Sale

1. Applicability

These General Terms and Conditions ("Terms") govern all sales of products ("Products") by Chauvin Arnoux Inc, dba AEMC Instruments, with its principal place of business at 15 Faraday Drive, Dover, NH 03820 ("Seller"), to any purchaser ("Buyer") worldwide. These Terms apply unless otherwise agreed in a signed written agreement between Seller and Buyer. Buyer's general purchasing terms are expressly excluded.

2. Order Acceptance

All quotations by Seller are non-binding. No order is binding until accepted in writing by Seller in the form of an Order Confirmation. Buyer's acceptance of delivery or payment for Products constitutes acceptance of these Terms.

3. Prices and Payment

Prices are quoted in USD and are exclusive of VAT, customs duties, taxes, shipping, insurance, and banking fees unless otherwise specified. Payment terms are, 100% prepayment, or Net 30 from shipment with approved credit. Buyer is responsible for all wire transfer or international banking fees. Late payments are subject to pay interest at a rate of 1.5% per month (18% per annum) on all past due amounts.

4. Changes

Buyer may request changes within the general scope of Buyer's Order by providing written notice to Seller; however, such changes shall not be effective unless and until Seller, at its sole discretion, consents to such changes in writing. If any such changes cause an increase in the cost or time required for the performance of any part of Buyer's Order, an equitable adjustment shall be made to the price and/or delivery schedule, and the Seller shall issue a revised order acknowledgement to reflect such changes and adjustments.

5. Taxes, Duties, and Import Compliance

Buyer is responsible for all import duties, VAT/GST, customs charges, and compliance with local import regulations in the destination country. Buyer agrees to indemnify Seller against any liability arising from Buyer's non-compliance with applicable import laws.

6. Delivery and risk of Loss

Delivery terms are FOB Dover, NH 03820 governed by Incoterms[®] 2020 and will be specified in the order confirmation. Risk of loss and title passes in accordance with the agreed Incoterm. Seller is not liable for delays due to customs clearance, shipping disruptions, force majeure, or Buyer-caused delays.

7. Inspection and Claims

Buyer (End User if purchased from an authorized AEMC Instruments distributor, or OEM if purchased directly from AEMC Instruments) shall inspect Products within 10 calendar days of delivery and must notify Seller in writing of any visible damage or nonconformity. Failure to provide timely notice constitutes acceptance of the Products.

8. Warranty

Seller warrants that Products are free from material defects in workmanship and materials under normal use for a period of 2-3 years dependent on the product from shipment. Warranty is void if Products are opened (opening of instrument case), subjected to water, dropped, altered, misused, improperly installed, or repaired by unauthorized parties. Seller's liability is limited to repair, replacement, or refund at its sole discretion.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitations of Liability

Seller shall not be liable for indirect, incidental, special, punitive, or consequential damages, including loss of profit, revenue, data, or use. Seller's total liability shall not exceed the price paid for the specific Product giving rise to the claim.

10. Intellectual Property and Software

Seller shall retain all rights, title, and interest in and to any data, information, software programs, tools, specifications, templates, scripts, ideas, concepts, inventions, works of authorship, products, know-how, processes, techniques, and the like used or developed by Seller, its employees, and its subcontractors in connection with Buyer's Order. Buyer agrees that Seller retains all proprietary rights in and to all products, specifications, designs, discoveries, inventions, patents, copyrights, trademarks, trade secrets, and other proprietary rights relating to Goods or Services. Buyer receives no rights or licenses to any patents, trademarks, designs, or software except as expressly granted. Embedded firmware or software is licensed (not sold) and is subject to Seller's End User License Agreement (EULA), if applicable.

11. CONFIDENTIALITY.

Buyer shall keep confidential and not directly or indirectly disclose to any third party any Confidential Information of Seller, as defined herein, without Seller's prior written consent. "Confidential Information" includes, but is not limited to, business, financial, statistical, and commercial information, pricing, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know how, computer programs, designs, data sheets, schematics, configurations, and drawings. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by Buyer; (ii) is or becomes available to Buyer on a non-confidential basis from a source other than Seller when such source is not, to the best of Buyer's knowledge, subject to any confidentiality obligation with Seller; or (iii) was independently developed by Buyer without reference to Seller's Confidential Information, and Buyer can verify development of such information by written documentation.

12. LAWFUL USE OF GOODS.

Buyer warrants and represents that all Goods purchased by Buyer from Seller shall be used only for or in connection with lawful purposes and that such use shall strictly comply with all applicable laws and regulations, including the laws and regulations of the jurisdictions in which the Goods are purchased, resold, integrated, or used.

13. ETHICS AND VALUES.

Seller is committed to uncompromising ethical standards, strict adherence to laws and regulations, and customer satisfaction. Buyer is encouraged to communicate any concerns or questions regarding the ethics and values of Seller via the AEMC Instruments secure email address at humanresources@aemc.com.

14. Export Control and Sanctions Compliance

Buyer agrees to comply with all applicable export control and sanctions regulations, including those of the U.S., EU, UK, CN, and UN. Buyer shall not export, re-export, or transfer Products to restricted countries, entities, or individuals. Buyer shall obtain all required licenses for import/export and assumes full responsibility for customs compliance.

15. Force Majeure

Seller shall not be liable for delay or failure to perform due to acts of God, war, terrorism, government restrictions, labor disputes, natural disasters, pandemic-related disruptions, or other causes beyond its reasonable control.

16. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the State of New Hampshire, USA, excluding its conflict-of-law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions or the sale of goods or services from Seller to Buyer.

17. Entire Agreement

These Terms, together with any applicable sales agreement or order confirmation, constitute the entire agreement between the parties. No modification shall be valid unless made in writing and signed by both parties.