

Terms & Conditions of Sale

The following Terms and Conditions apply to all sales of goods and services between Saxony Thermal (Vendor) and the "Customer". The Customer refers to the person, company or organization agreeing to purchase goods or services from the Vendor. Goods shall mean equipment, spare parts, repairs, or services provided by the Vendor. Unless expressly agreed in writing all contracts for the supply of goods by the Vendor are subject to the terms and conditions printed below. Quotations are without engagement and are subject to goods/services being available at time of order. Except where additional Saxony thermal Terms & Conditions are applicable, these terms and conditions will replace any other previous terms and conditions set forth by either party.

1. **PAYMENT TERMS.** At the discretion of the Vendor, terms for new Customers are "payment in advance". The Vendor reserves the right to cancel credit terms at any time. Payment terms are specified on quotations, order acknowledgements and invoices issued by the Vendor. Late payment will result in suspension of supply and/or recovery of goods already supplied (not paid for) or the whole of the account becoming due and payable immediately should there be other outstanding balances payable to the Vendor. Interest may be charged on overdue invoices, in which case interest will accrue from the date when payment becomes due from day to day until the date of payment. The rate of interest shall be the maximum allowable as deemed in law by statute, overall outstanding invoice total, accruing up to date of payment or date of judgment in law. All payments due to the Vendor will be made via electronic bank transfer, and any transaction fees will be the responsibility of the Customer. Sales due in the United States can be made by check and should be mailed to:

Saxony Thermal
7275 NE Evergreen Pkwy, Ste 100
Hillsboro, Oregon 97124

2. **SECURITY AGREEMENT.** For goods sold on credit terms, the property in the goods shall remain with the Vendor until the goods are paid for in full by the Customer. Until payment is made, the Customer shall hold the goods on trust for the Vendor, be responsible for any damage incurred and clearly identify the goods as belonging to the Vendor. If the goods have been re-sold before the property in the goods has passed to the Customer, beneficial entitlement shall be attached to the proceeds of the re-sale and the Vendor reserves the right to enter upon any premises where the goods are stored (or assumed to be stored) and repossess them.
3. **SHIPMENT.** Shipping will be the exclusive responsibility of the Customer unless expressly agreed in writing by the Vendor. Goods to be shipped will be provided EXWORKS (Incoterms 2010) to the Customer. Goods are considered delivered when turned over to the Customer's forwarding company unless expressly agreed in writing by the Vendor. Time/date given for delivery by the Vendor is given in good faith, no liability will be accepted for late or non-delivery of goods. Where there is a problem with delivery, notification must be made in writing to the Vendor within 3 working days of the invoice date.
4. **LIMITED WARRANTY and REMEDY.** The Vendor provides goods only with the original manufacturer's guarantee. Goods may only be returned with the express permission of the Vendor and at the Customers' expense. Goods acquired specially on behalf of the Customer may only be returned if the Vendors supplier agrees to take the goods back. All authorized returns will be subject to a charge of 40% of the total order unless otherwise agreed. All cancelled orders are subject to a minimum cancellation charge of 25% of the order value unless otherwise agreed (see section 13, CANCELLATION OF SERVICE for added penalties). All returns must be authorized in advance of return by issuance of an RMA (Return Materials Authorization) number by Vendor. Upon authorized return, product deemed to be defective will be repaired, replaced, or refunded at Vendors discretion.
5. **SPECIFICATIONS.** Specifications for goods are given by the Vendor in good faith, to the best of the Vendor's knowledge and does not constitute a guarantee. Any liability from goods incorrectly specified by the Vendor shall be limited to replacement of goods up to the value of the goods originally supplied.
6. **LIMITATION OF LIABILITY.** In no event shall the Vendor be liable to the Customer for any loss of profits or any incidental, special, exemplary, or consequential damages incurred by the Customer resulting from any goods or services supplied or recommended by the Vendor pursuant to this Agreement. Vendor's liability for customer supplied product or materials is limited to the value of the product or materials as supplied.
7. **INDEMNITY.** Customer shall indemnify and hold Vendor harmless from all claims for bodily injury or property damage including all costs incurred in connection with the investigation and defense of any claims related to or arising out of the design, manufacture, sales, installation, ownership, maintenance or use of the products purchased regardless of the claimant's theory of recovery including, but not limited to, negligence, breach of warranty and strict liability.
8. **QUOTATIONS.** Quotations are provided without engagement and subject to the Vendor being able to purchase/obtain the specific goods. Prices quoted refer to the quoted quantity of goods and not necessarily to larger or smaller quantities. Unless otherwise expressed in writing from Saxony Thermal, all quotations are valid for 30 days from the date issued. Prices are subject to change without prior notice. All travel costs will be invoiced as quoted. Where travel costs are quoted as actuals, they will be billed in accordance with section 14, TRAVEL EXPENSES.
9. **FORCE MAJEURE.** The Vendor shall not be liable to the Customer for any failure to perform its obligations due to circumstances beyond its control, including war, strikes, fire, failure of power supplies, delay caused by other manufacturers & suppliers, explosions, breakdowns, industrial disputes, floods, Government action or any action outside the Vendor's reasonable control and Acts of God. In such event the Vendor may elect by written notice to cancel any agreement with the Customer or elect to extend the time for performance so that performance can reasonably be affected.
10. **MUTUAL NON-SOLICITATION.** Vendor and Customer recognize and acknowledge that each party has incurred substantial expense in recruiting and training its employees and would incur even greater expense if required to replace any such employee. Therefore, in the event either party employs, either directly or indirectly, a present employee of the other party, or, within six months of his or her date of termination, employs a former employee of the other party, the hiring party shall reimburse the other party in an amount equivalent to five times the gross compensation paid to said employee by the other party for the last full month of employment by the other party. Both parties acknowledge and agree that this reimbursement is a reasonable equivalent of the other party's losses.
11. **SERVICE.** The schedule for service is committed with the issuance of an order acknowledgement by the Vendor and can only be changed with written approval from the Vendor. The service time purchased can be rescheduled, subject to the availability of the Vendor's staff or contractors, **within 90 days of the original date of the purchase order**, after which the order will be considered canceled and subject to the terms contained in section 13, CANCELLATION OF SERVICE
12. **SERVICE EQUIPMENT.** The Customer is responsible for providing all tools and measuring equipment required for service. Calibration and maintenance of all measurement equipment used during onsite service support is the responsibility of the Customer. Installation service is quoted assuming the customer is adequately prepared for service. In the event of delays due to missing customer supplied materials additional service rates will apply. If additional time is required, additional service will be quoted and approved in advance, in writing by a customer representative. Email is an acceptable form of approval.
13. **CANCELLATION OF SERVICE.** In case of the cancellation of a service appointment, the following charges apply:
 - Any travel expenses (see below) that cannot be canceled or recovered will be invoiced as actuals.
 - **The Customer will be invoiced a cancellation fee equal to 60% of the total monetary value of the unused service.**
14. **TRAVEL EXPENSES.** All travel expenses including airfare, rail travel, taxi, public transportation, rental cars, fuel, mileage, lodging, per diem, laundry, internet access and other travel related costs will be invoiced to the Customer at actual costs when quoted as such. When invoiced as actuals, copies of all travel expenses will be made available to the Customer upon request and/or attached to the invoice.
15. **CUSTOMER PROPERTY.** Customer property will be held for evaluation and/or repair for a maximum of 90 days. If the property cannot be repaired/refurbished or the customer chooses not to purchase the quoted service, the property will be returned at customers expense. At any point after 90 days, Saxony Thermal will make one attempt to obtain return authorization from the customer. If return is not authorized or customer does not respond, the property is considered abandon and all rights and title are forfeited. Abandon property will be dispositioned at the discretion of Saxony Thermal.
16. **JURISDICTION and GOVERNING LAW.** Any suit, action or legal proceeding arising out of or related to these terms and conditions are governed by Oregon law and the venue and jurisdiction for any matter arising from or related to a transaction and the performance thereof shall lie exclusively in the state or federal courts located in Portland, Oregon. The rights and obligations of all parties arising out of this agreement shall be governed by the laws of the state of Oregon.