

## TERMS AND CONDITIONS

### Pricing

Prices are subject to change without notice. All prices are EXW per Incoterms. Shipping, handling and insurance charges can be quoted at time of order upon request.

### Ordering

CIRS welcomes orders by phone, fax or email. When ordering, please specify the quantity and model number and describe the item in detail. Be sure to include shipping and billing addresses (if different). CIRS requires a minimum order of \$150.00. All orders received from customers shall be deemed to be an acceptance by the customer of CIRS standard policies and conditions. When your order is accepted by CIRS, you will receive confirmation from Customer Service.

### Payment Terms

CIRS standard payment terms are net 30 days from date of invoice in US Dollars on open accounts with current approved credit, unless otherwise agreed in writing or required by CIRS. CIRS accepts payments by check or wire transfer. Non-standard product orders may require deposit or payment in advance. If any payment is past due, CIRS may impose a service charge of the lesser of the maximum amount allowed by applicable law or 1.5% per month. Domestic orders may ship COD upon request or if required by CIRS. CIRS will not accept debit or prepaid cards, however, CIRS can accept VISA, Master Card and American Express subject to a convenience fee of 3%.

### Delivery

Unless otherwise specified at time of order, shipments in the continental United States are made via insured ground traceable carrier. Shipments outside of the continental United States are made via insured, traceable air-freight. CIRS may cancel or delay shipment of any accepted order if the customer's credit becomes impaired or unsatisfactory to CIRS, or the customer fails to meet any financial obligation to CIRS, or any other event or circumstance occurs or exists which causes CIRS to believe that cancellation or delay of the order is advisable. CIRS is not responsible for any loss or damage in transit or delay in shipment or delivery of products occurring after CIRS delivers the products to a common carrier for shipment, or due to any cause beyond CIRS' control. In case of shortages, CIRS reserves the right to allocate available supplies in such manner as it may determine. CIRS may, in its sole discretion, without liability or penalty, make partial shipments.

### Standard Product Improvements

CIRS standard items are subject to modification without notice. The customer is assured that the item delivered will equal or exceed the item described in all respects or the item may be refused and returned in accordance with CIRS' return policies and conditions.

### Purchase of Non-Standard Product

If you cannot find exactly what you are looking for within the CIRS standard product listings, please send detailed specifications and drawings if applicable via email to [admin@cirsinc.com](mailto:admin@cirsinc.com) or fax (757) 857-0523 to the attention of Customer Service. The more information you can provide regarding your particular application and requirements the better we can assist with the design effort. If your request is of a confidential nature, or if CIRS otherwise deems it necessary, a mutual non-disclosure agreement can be executed.

### Quotations for Non-Standard Product

In many cases an informal "ball park" estimate of non-standard product pricing can be provided for budget purposes based on initial discussions. Such estimates are not contractual and orders cannot be accepted based on estimates. In order to provide a formal quotation, additional time and effort on the part of CIRS is often required. Formal quotations will include a pro-forma invoice and written specifications. All designs, drawings, specifications and associated documents prepared by CIRS are the sole property of and proprietary to CIRS. It is your responsibility to carefully review quotations for accuracy and completeness, and to maintain the confidentiality of CIRS quotations and related designs, drawings, specifications and documents. Reseller discounts do not apply to non-standard product quotations.

All non-standard purchase orders must clearly reference the CIRS quotation number. Submittal of a purchase order to CIRS is deemed acceptance of specifications referenced in the quotation. Upon receipt of a purchase order, CIRS will confirm receipt of the order. This does not indicate acceptance of the order by CIRS or agreement by CIRS to fill the order. Additional time is often required for further assessment, planning and scheduling. When this process is completed to CIRS' satisfaction you will receive separate notice of

order acceptance and estimated shipping date. CIRS will make every effort to ship on or before the estimated date; however, due to the nature of non-standard product manufacture, CIRS cannot guarantee the delivery date.

### Engineering Change Orders for Non-Standard Product

You may at any time, by written order, make changes in any of the following: (a) the drawings, designs and/or the specifications applicable to the items covered by your order, (b) the method of shipment and/or packing and (c) the place of delivery. Changes may result in additional costs to you, and CIRS shall not be deemed to have accepted your proposed changes until CIRS notifies you in writing of acceptance of the change request.

### Customer Acceptance of Non-Standard Product

All non-standard products are inspected at CIRS to ensure compliance with written specifications. Upon receipt, it is your responsibility to perform acceptance testing in a timely manner. All claims that product received deviates from written specifications and/or contains defects in material and/or workmanship must be made in writing to CIRS within 30 days of receipt of product and expressly state the details of the complaint. Returns will be allowed only in compliance with CIRS' applicable policies and conditions.

### Warranties

CIRS MAKES NO WARRANTIES WITH RESPECT TO ANY OF ITS PRODUCTS OTHER THAN AS EXPRESSLY STATED IN CIRS' PRINTED LIMITED WARRANTY ACCOMPANYING DELIVERY OF THE PRODUCT, OR IN CIRS' THEN CURRENT PRODUCT CATALOG OR WEBSITE. THERE ARE NO OTHER WARRANTIES WITH REGARD TO CIRS PRODUCTS OR PRODUCTS MANUFACTURED BY A THIRD PARTY THAT MAY BE CONTAINED IN OR INCORPORATED INTO CIRS PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. THE SOLE AND EXCLUSIVE REMEDY FOR ANY PRODUCTS NOT COMPLYING WITH CIRS' LIMITED WARRANTY WILL BE EITHER REPAIR, RECALIBRATION, REPLACEMENT OR REFUND, WHICHEVER CIRS DETERMINES TO BE APPROPRIATE.

CIRS SHALL NOT BE LIABLE FOR ANY BREACH OF CIRS' LIMITED WARRANTY IF: (A) CUSTOMER MAKES ANY FURTHER USE OF SUCH PRODUCTS AFTER GIVING NOTICE OF BREACH; (B) THE DEFECT ARISES BECAUSE CUSTOMER FAILED TO FOLLOW CIRS'S ORAL OR WRITTEN INSTRUCTIONS AS TO THE STORAGE, INSTALLATION, USE OR MAINTENANCE OF THE PRODUCTS; OR (C) CUSTOMER ALTERS OR REPAIRS SUCH PRODUCTS WITHOUT THE PRIOR WRITTEN CONSENT OF CIRS.

### Limited Liability

All risk of loss or damage from any cause whatsoever will be borne by the customer after delivery of any products to the carrier at CIRS' facility. As collateral security for the payment of the purchase price of the products, customer hereby grants to CIRS a lien on and security interest in and to all of the right, title and interest of customer in, to and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Virginia Uniform Commercial Code.

The customer is responsible for determining the appropriate use of all products, and assumes all risk and liability associated with their use. CIRS' liability for any claim arising from the sale or use of any of its products will be limited to the actual price paid by the customer for the product involved, whether arising out of related to breach of contract, tort, or otherwise. In no event will CIRS be liable for any claim or demand against it by any party other than the customer, or for any indirect, special, incidental or consequential damages, regardless of whether CIRS knows or is advised of the possibility of such damages and whether such damages were foreseeable.

### Interpretation and Enforcement of Terms

All purchases and sales of CIRS products, and all agreements between CIRS and its customers, will be governed by and construed in accordance with the substantive laws of the Commonwealth of Virginia applicable to transactions and agreements made and to be performed entirely within Virginia. Any legal action by any customer relating to any transaction, agreement or relationship between CIRS and the customer, whether based on breach of contract or any other event or cause, (a) must be commenced within one year after

occurrence of the breach or other event on which the action is based, and (b) must be brought and conducted in a state or federal court of competent jurisdiction situated in the City of Norfolk, Virginia. CIRS and the customer irrevocably consent to the jurisdiction and venue of such courts with respect to any litigation between them. The customer shall pay, and indemnify and hold CIRS harmless against, all costs and expenses (including reasonable attorney's fees) incurred by CIRS in connection with any disputes, collection actions or litigation arising out of dealings or relations between CIRS and the customer.

#### **Limitation of Terms**

All sales of CIRS products are subject to the above terms and conditions and such other terms, conditions, policies and procedures as CIRS may from time to time publish on its website, or otherwise communicate to its customers. Each contract for order or sale of CIRS products is expressly limited to such terms, conditions, policies and procedures, which shall be deemed accepted and agreed to by each customer's ordering or accepting delivery of any CIRS products. Additional or different terms in any purchase order or other writing sent by a customer will be deemed to be objected to and rejected by CIRS and will not become part of the contract between CIRS and the customer.

#### **Confidentiality**

All non-public, confidential or proprietary information of CIRS, including but not limited to specifications, samples, designs, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by CIRS to customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by CIRS in writing. Upon CIRS's request, customer shall promptly return all documents and other materials received from CIRS. CIRS shall be entitled to injunctive relief for any violation of this provision. This provision does not apply to information that is: (a) in the public domain; (b) known to customer at the time of disclosure; or (c) rightfully obtained by customer on a non-confidential basis from a third party.

#### **Force Majeure**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of customer to make payments to CIRS hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, hurricane, tropical storm, epidemic, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten consecutive days following written notice given by it under this provision, either party may thereafter terminate this Agreement upon five days' written notice.

#### **Miscellaneous**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

