

# NORDSON EFD LLC

## US TERMS AND CONDITIONS OF SALE

### INFORMATION ABOUT RETURNS

The Nordson EFD LLC commitment is to have satisfied customers. Occasionally, for various reasons, it may be necessary for you to return equipment or parts (collectively, "Product" or "Products") to Nordson EFD. This policy covers most return situations. The conditions are designed to be fair to all our customers and provide internal cost control so we can maintain our value pricing. If you have any questions, please call Customer Service, 1-800-828-3331.

If we make a mistake with your order, we apologize for your inconvenience. Please call us, and we will ship the correct Product immediately, we will provide a credit upon receipt of the returned material.

If you make a mistake and order the wrong Product or decide that you want a different Product, or prefer to return a Product with no replacement, our conditions are:

1. If you return the Product within 30 days, we provide credit without a restocking charge.
2. After 30 days, there is a 15% inspection and restocking charge.
3. Products will not be accepted for return after 90 days from date of invoice. These conditions apply to products returned in new condition, original packaging, and undamaged

If any Product is not complete, or is damaged and requires replacement, repair and repackaging, our standard repair charges will apply, and these charges will be deducted from your credit. You will be advised of details of these charges before they are incurred.

#### Exceptions:

1. Any box of dispensing components (tips, barrels, pistons, etc.) that have been opened cannot be returned for credit.
2. Any fluid reservoir or dispense valve that has been contaminated cannot be returned. (See EPA Hazardous Waste Regulations, #7 below.)
3. Solder and Flux products will not be accepted for return or credit.
4. Custom products will not be accepted for return or credit.

### TERMS AND CONDITIONS OF SALE

1. **Offer of Sale** — Any purchase order issued in response to this offer to sell is considered to be Buyer's acceptance of these Terms and Conditions of Sale. Seller hereby objects to any additional, different or conflicting terms or conditions set forth in Buyer's purchase order. No terms or conditions of Buyer's purchase order shall be effective unless expressly accepted by Seller in writing.
2. **Prices, Taxes and Payment** — Prices will be those in effect on order date. Written or verbal quotations expire at the end of 30 days, unless otherwise agreed to by Seller in writing. The amount of any present or future duties, taxes or other charges imposed on any transaction between Buyer and Seller shall be added to the prices quoted or invoiced and shall be paid by Buyer, except those already charged on the face hereof. Buyer shall provide Seller with a tax exemption certificate acceptable to the authorities imposing the same. Buyer agrees to pay for Products and any shipping or other charges in full on the terms set forth in Seller's invoice or other documents. In addition to all other remedies Seller has under applicable law, in the event of Buyer's default, Seller shall have the right to charge interest on overdue balances at the rate of One and One-Half (1.5%) Percent per month. Buyer shall also



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pay all costs of collection including, without limitation, attorney's fees.

3. **Warranty** — Where warranties are made for specific Products, the terms of those warranties shall apply. For all other Products, Seller warrants only that a Product will be free from defects in materials and workmanship when products are installed and operated in accordance with factory recommendations and instructions. This warranty specifically excludes damages or wear to Products caused by misuse, abrasion, corrosion, negligence, accidents, faulty installation or by dispensing material incompatible with the Product. Any warranty claims must be made in writing within the warranty period.

The sole liability of Seller and the exclusive remedy of the Buyer arising out of the supply or use of a Product, whether arising under contract, tort (including negligence), strict liability or otherwise shall be the modification, adjustment, repair or replacement of the goods, or refund of the purchase price.

SELLER AND BUYER AGREE THAT, IN CONSIDERATION OF THE ABOVE EXPRESS WARRANTY ALL OTHER WARRANTIES AND GUARANTEES, OTHER THAN TITLE, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

4. **Shipment and Risk of Loss** — Unless different terms are stated by Seller on the face hereof, all prices are EXW (Incoterms 2010) Seller's place of business for all shipments. Method and route of shipment will be at Seller's discretion. Seller reserves the right to make delivery in installments, and all installments invoiced shall be paid for when due per invoice, without regard to the date of subsequent deliveries. Risk of loss for damage to Products shall pass according to the applicable shipping form.
5. **Delay in Performance** — Seller shall not be in default nor liable for any expense, loss or damage occasioned by a delay in performance due to causes beyond its control, including but not limited to labor disputes, floods, fire, transportation delays, inability to obtain materials, or manufacturing equipment breakdown. In the event of such delay, the price and other affected terms of the purchase order shall be adjusted to reflect the impact of any delay. If no delivery date is part of this agreement, then delivery shall be subject to reasonable production scheduling by Seller.
6. **Laws & Regulations** — Products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and any regulations or orders issued thereunder and are capable of being operated in accordance with applicable OSHA standards in effect at time of delivery. Operational compliance with OSHA standards is the responsibility of Buyer. In the event a Product cannot be so operated and noncompliance is solely Seller's failure, Seller shall repair, replace or modify the Product to permit Buyer to achieve compliance or refund the purchase price.
7. **EPA Hazardous Waste Regulations** — Because the Seller is not registered as a Treatment, Storage and Disposal Facility, the Seller cannot accept return of any dispense valve that has been used, nor any fluid reservoir (such as tanks, cartridges and retainer assemblies, or liquid manifolds) that has been contaminated by any fluid. In the case of dispense valve repair, the return valve must be completely clean and free of fluid contamination. If incoming inspection determines that there is evidence of fluid contamination on any part, that part will be immediately returned to the shipper. If disposal is required by the Seller, complete disposal charges will be billed back to the Buyer.
8. **Indemnification** — If Seller makes a Product to Buyer's specifications, or if Seller's Product has been modified or altered in any way by any party other than Seller after shipment, or any party other than Seller has misused, misapplied, damaged or been guilty of negligence in relation to a Product, Buyer agrees to hold Seller harmless and indem-

nify it against any loss, cost, damage or liability paid or incurred by Seller: (a) from any and all third party claims; or (b) resulting from any recall, inspection, testing replacement or corrosion of any Product; or (c) resulting from the violation of any law, regulation, rule, order or restriction of any governmental authority resulting from or incident to the sale of a Product to Buyer; or (d) resulting from any actual or allege infringement of any patent, copyright or similar common or civil law right or third party resulting from sales of a Product to Buyer; and any costs of defense, attorney's fees, inspector's fees and/or costs of testing incidents to any of the foregoing.

9. **Patent Infringement**— Seller agrees to indemnify Buyer from and against all claims, demands and suits based on allegations that the Product designed and manufactured by Seller constitutes an infringement of any patent, if Seller is notified promptly of the assertion of any such allegation, and if Seller is given authority to defend the same and reasonable information and assistance for the defense of the same. Upon notification of an infringement claim, Seller reserves the right to do any of the following, at no cost to the Buyer
- a. Procure for the Buyer the right to continue using the Product; or
  - b. Replace the same with non-infringing Product; or
  - c. Modify the Product so that it becomes non-infringing.

Seller does not assume liability for the infringement of any method and/or process patent or for infringement of any patent covering articles manufactured or produced by Buyer. As to any Product furnished by Seller manufactured in accordance with designs proposed by Buyer, Buyer agrees to indemnify Seller against all claims, demands and suits brought against Seller for any patent infringement.

10. **Limitation of Liability** — Seller shall not be liable, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, cost of money, loss of use of equipment, capital or revenue, or for any economic or consequential loss or damage. Seller's maximum liability, whether arising from breach of contract, tort (including negligence), strict liability, breach of warranty or otherwise shall not exceed the purchase order price.
11. **Governing Law** — Any contract resulting from this offer to sell shall be governed by the laws of the State or Rhode Island

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