

NON-TRANSFERABLE LIMITED WARRANTY TERMS & CONDITIONS

Limited Warranty

TauTheta Instruments LLC (TauTheta) provides a limited warranty on all new products manufactured by TauTheta for a period of:

**One (1) year on Stable Optical Oxygen Instrument;
Ninety (90) days warranty on calibration solutions, cables & accessories including optical oxygen sensor
and temperature sensor**

when properly installed and operated in accordance with the instruction manuals provided by, or available through, TauTheta, and when used within the design specifications for the product. Products and accessory products, including batteries, which are manufactured by others, carry the warranty of that manufacturer, or thirty (30) days, whichever is greater. The warranty period for all products begins on the day the product is shipped to the original customer or authorized distributor. This warranty is non-transferable.

TauTheta agrees to repair, or, at its option replace, at no charge, components that have proven to be defective during the warranty period, provided that the warranted product is shipped, postage prepaid, to TauTheta. **Prior** to returning any products to TauTheta, TauTheta's Customer Care staff must be contacted for a Return Materials Authorization (RMA) number and shipping instructions.

These warranties do not apply to any product that has been damaged either by negligence, accident or misuse by any other person. Nor do these warranties apply to any product that has been repaired, altered, serviced, or modified by an unauthorized person.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF; TAUTheta MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

TauTheta's obligation and liability under this warranty is expressly limited to either repairing or replacing, at TauTheta's option, any product found to be defective or otherwise not in conformity with this warranty. The obligation to repair or replace shall terminate when the warranty period expires. In no event shall TauTheta be liable to customer or any third-party for personal injury, property damage, loss of profit, business interruption, delay or any incidental or consequential damages whether arising from contract, breach of contract, tort, TauTheta's negligence, strict liability or the breach of any express or implied warranty, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

Terms & Conditions

Prices

Purchase prices include standard packaging in accordance with common carrier rates. Prices are subject to change without notice and TauTheta reserves the right to discontinue any items without notice. Applicable federal, state, and local taxes are the responsibility of customer and are not included in the price quoted to customer.

Orders & Acceptance

TauTheta reserves the right to refuse any and all orders placed by the customer that do not meet TauTheta's current ordering terms. The customer must provide TauTheta with a written or facsimile copy of a firm, non-cancelable, signed, purchase order for the products and/or services requested to be delivered to the customer by TauTheta. Purchase orders may be submitted to: sales@tautheta.com or via fax at 1-970-498-1598. The pricing listed on customer's purchase order must match pricing approved by TauTheta for that order. Once an order is accepted by TauTheta, no price changes will be applicable, unless covered by a separate, written agreement. Issuance of a purchase order by customer means that it has fully accepted all terms and conditions, including payment terms, set forth in this document. No other terms or conditions shall be binding upon TauTheta, including terms contained in customer's purchase order, unless covered by separate, written agreement signed by the managing member of TauTheta.

Minimum Order

There is no minimum order amount. For orders under \$200, payment must be made by credit card or a \$35 handling fee will be added.

Returns & Cancellations

Prior to returning any product to TauTheta, customer must contact TauTheta's Customer Care Department for a return authorization and shipping instructions. Authorized returns will be issued a Return Materials Authorization (RMA) number, which must appear on the outside of all parcels containing returned merchandise. All freight costs must be prepaid by the customer and customer shall bear the risk of loss of the returning parcel. TauTheta has the right to refuse returns. Upon TauTheta accepting the returned product, the cost of return shipping will be credited to the customer's account. Customer agrees to ship all returning products in a manner that complies with all federal and state laws and will bear the costs and liabilities associated with any violation of state or federal transportation/shipping laws or regulations.

Orders cancelled after shipment are subject to a restocking fee of 20% of the order price, payment of which is due within 10 days of the date the product was shipped for return or, if TauTheta has already received payment for the product, TauTheta may retain 20% of the order price. Items returned must arrive at TauTheta's offices within 15 days of original shipment. All products must be returned in their original packaging. Orders for custom products, including cable, are not subject to cancellation and customer will be charged for the full purchase price of custom or cable orders.

Payment Terms

All payments are due in 30 days from the date of the invoice. Customer will be charged interest at a monthly rate of 1.5% on any outstanding or uncollected amounts. If a credit card is used for payment of late invoice(s), a 3% surcharge will be added to cover the additional cost. The customer agrees to pay all collection costs, including attorneys' fees, and penalty charges if collection services on the account become necessary. All international orders require an irrevocable letter of credit from a US bank or electronic wire transfer of funds with order. Letter of credit fees will be added to the invoice at a rate of \$350 per letter of credit.

Shipment

Shipment is F.O.B. Shipping Dock at 221 East Lincoln Avenue, Fort Collins, CO 80524 or 2100 Central Ave, Suite 107, Boulder, CO 80301 freight pre-paid and added to invoice. Title and risk of loss will pass from TauTheta to buyer upon pickup by common carrier at the above dock. All orders from TauTheta are shipped by Federal Express, D.H.L. or U.P.S. depending on customer requests. International orders are shipped by air unless otherwise requested. All orders are insured, unless customer instructs TauTheta differently. We package all products to meet the requirements of the carrier, and all federal and state laws. Equipment is checked prior to shipping and leaves TauTheta in operating condition. Customer is obligated to examine all shipments immediately upon receipt and immediately notify TauTheta of any shortages or defects. If products are damaged in shipping, customer shall immediately notify the carrier and file a claim. Customer should notify TauTheta of products damaged in transit and TauTheta will advise and assist customer with its claims to the carrier. TauTheta is not responsible for delays due to strikes, accidents, carrier, Acts of God, or other problems beyond its control.

Repairs

All non-warranty parts and labor charges are billed at a standard flat rate. All necessary parts and labor are covered under this flat rate. Repairs will be completed and invoiced within 60 days of the date TauTheta receives authorization for repair. All payments terms for repairs are net 30 days. Any repair or replacement will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer, from the date TauTheta ships the product to customer. At our discretion TauTheta may use factory-refurbished materials in the repair of all product lines. For repairs or replacement covered under warranty, TauTheta will pay for shipping costs incurred to return the repaired or replaced product to the Customer.

Disclaimer

Due to continuing product development, TauTheta reserves the right to alter specifications without prior notice. We also reserve the right to alter terms prior to acceptance of the order.