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3. ACCEPTANCE. Upon Delivery by Seller, all Products are deemed accepted by Buyer five (5) days after receipt of delivery.

4. DELIVERY. All Products are delivered Ex-Works (INCOTERMS 2010) Seller’s plant. Title and risk of loss shall pass to Buyer upon delivery. All delivery dates are reasonable commercial estimates and Seller has no liability for any delay in delivery.

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A. LIMITED WARRANTY. SELLER WARRANTS THAT FROM THE DATE OF DELIVERY THROUGH THE END OF THE APPLICABLE WARRANTY PERIOD, THE PRODUCTS WILL CONFORM TO SELLER’S PUBLISHED SPECIFICATIONS AT TIME OF SALE AND BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, UNDER PROPER USE AND SERVICE, IN ACCORDANCE WITH THE WARRANTY STATEMENT PUBLISHED BY SELLER IN EFFECT AT THE TIME OF DELIVERY OF THE PRODUCT. WARRANTY STATEMENTS ARE DEFINED ON QUOTE. Seller’s sole liability shall be discharged by replacing or repairing any part or parts which may prove defective under normal and proper use. In the event that a product is used, altered or modified by Buyer in contradiction to Sellers instructions or without Seller’s written consent all warranties terminate immediately.

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10. CANCELLATION, TERMINATION AND SURVIVABILITY. Seller reserves the right, in its sole discretion, to decline or to cancel any order for any reason. Following Seller’s acknowledgement of an order, the order may only be cancelled by Buyer with the express written consent of Seller will be subject to payment for any applicable material, labor, service, or other costs and fees, incurred by Seller in connection with Buyer's order at Seller’s sole discretion.

11. COMPLIANCE WITH LAWS. EACH PARTY SHALL COMPLY WITH EXPORT LAWS THAT ARE APPLICABLE EITHER TO THE INFORMATION OR PRODUCTS.

12. FORCE MAJEURE. Neither party shall be responsible for delays or failure in performance of the agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, governmental act or failure to act, terrorism, civil commotion, labor dispute, epidemic, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

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14. ASSIGNMENT. Buyer may not assign any right or delegate any duty under the agreement without the express written consent of Seller, which shall not be unreasonably withheld.

15. TRADEMARKS. Buyer agrees that it will not use in any manner unrelated to the agreement any name or trademark of Seller without the express written consent of Seller.

16. SEVERABILITY. If any of these Terms or part thereof is held to be invalid, illegal, or unenforceable by law, all other Terms and the parts of any Term not held to be invalid, illegal, or unenforceable, shall remain in full force and effect.

17. CONFIDENTIALITY. Each party shall treat all information received from the other party marked “Confidential” or reasonably obvious as to be confidential as it would treat its own confidential information.

18. ENTIRE AGREEMENT. The parties expressly acknowledge that these Terms are complete, are an essential part of the agreement, and supersede all prior negotiations, agreements and understandings of the parties regarding the subject matter of these Terms. These Terms may only be modified by the express written consent of Seller.

Incorporated by reference herein you can find any and all current SCD USA Infrared, LLC and affiliate Polices, Products, and Notices via WWW.SCDUSA-IR.COM. The Terms in place at the time of this agreement govern this agreement.

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