

# CDI Quotation Acceptance Terms and Conditions

Buyer's issuance of Purchase Order for goods or services implies agreement and acceptance of these Terms and Conditions.

1. **QUOTATION VALIDITY PERIOD:**
  - Quotations are valid for a period of 90 days unless otherwise agreed to in writing by CDI.
2. **PAYMENT TERMS:**
  - Unless prepayment is required all invoices are Net 30 days unless otherwise agreed to in writing by CDI.
  - Buyer may elect to deduct a 1.0% discount from a CDI invoice if Buyer pays the invoice in full within Net 10 days.
  - In the event of late payment, CDI may impose a surcharge equal to 2.5% of the outstanding amount.
  - Where CDI requires payment of a deposit, the Buyer acknowledges that the deposit is non-refundable.
  - If any amount of an invoice is disputed by the Buyer, Buyer shall inform CDI of the grounds for the dispute within five (5) days of delivery. Buyer and CDI will work to resolve the dispute prior to the original invoice due date and, if applicable, the Buyer will be issued a credit for the disputed amount of the original invoice and Buyer will pay the invoice under the original terms and due date.
3. **PRICES:**
  - All prices quoted by CDI are in United States Dollars (\$USD).
  - CDI reserves the right to re-quote an offer when the Buyer alters the amount of equipment quoted by more than 20% and quantity discounts have been extended.
4. **TAXES, DUTIES AND TARIFFS:**
  - Unless otherwise agreed to in writing by CDI, all local taxes, duties, tariffs and import fees are the responsibility of the Buyer.
5. **DELIVERY ESTIMATES:**
  - Delivery lead time estimates are After Receipt of Purchase Order (ARO).
  - Delivery lead time estimates are subject to change due to the availability of equipment at the time an order is placed.
6. **ORDER CANCELLATIONS:**
  - CDI reserves the right to charge a restocking fee of up to 20% of the cancelled portion of an order when the Buyer cancels all or part of an order currently in production.
7. **ORDER CHANGES:**
  - CDI reserves the right to charge any incurred costs plus 20% if Buyer makes changes to orders currently in production.
  - CDI shall not be held liable for shipment delays suffered due to changes requested by the Buyer to an order which is currently in production.
8. **FORCE MAJEURE:**
  - CDI shall not be held liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control either of CDI or CDI's suppliers, including, but not limited to, war, sabotage, terrorism, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical failure where CDI has exercised ordinary care in the prevention thereof. CDI may allocate production and deliveries among CDI's customers.
9. **RENTAL TERMS:**
  - The rental period of all equipment begins on the day the equipment is shipped from CDI's facility and ends on the day that equipment is received back at CDI's facility with a minimum rental period of four (4) days unless otherwise agreed to in writing by CDI.
  - It is the Buyer's sole responsibility to promptly return the equipment at the end of their work in order to end a rental period.
  - Buyer will be invoiced repair costs plus 20% for equipment which is returned to CDI with damage beyond normal wear and tear.
  - Equipment which is lost, destroyed or damaged beyond economical repair will be invoiced to the Buyer and may be prorated at CDI's discretion.
  - In the event of project delays, Buyer may request that CDI hold equipment in reserve for Buyer's future use; this equipment will be invoiced at its applicable standby rate during this period.
  - In the event of an equipment rental cancellation, CDI will invoice the Buyer at cost plus 20% for any software and/or hardware customizations to the equipment which have been performed by CDI on their behalf.
10. **SHIPPING & RECEIVING:**
  - All heavy packaging, crating, palletizing and the like will be billed to Buyer at cost plus 20%.
  - Freight amounts on CDI quotations are estimates only and may change prior to invoicing.
  - Buyer-required tags, stenciling, lettering or markings on shipping containers will be billed at cost plus 20%.
  - Buyer shall notify CDI of any damaged or missing goods from any shipment within 48 hours of receipt.
  - Costs incurred by CDI on incoming goods in the form of taxes, duties or tariffs in the Buyer's country will be billed to the Buyer at cost plus 20%.
11. **SHIPPING AND PRODUCT DOCUMENTATION:**
  - Documentation included with all orders shall include a Pro Forma/Commercial Invoice and Packing Slip and applicable manuals and guides.
  - As necessary for international shipment, CDI will provide a Shipper's Export Declaration, Declaration of Conformance and Certificate of Origin.
  - Upon request, CDI will provide Factory Acceptance Tests (FAT), Declarations of Conformance (DoC), General Arrangement drawings in CDI's format and, when applicable, Material Test Reports (MTR).
12. **LITHIUM BATTERY SHIPPING:**
  - Dangerous Goods packaging, special shipment methods and other requirements of lithium batteries shall be invoiced to the Buyer at cost plus 20%.
13. **EQUIPMENT RECEIPT DELAYS:**
  - If a shipment is delayed at the request of Buyer or because of Buyer's carrier's inability to receive the Goods, such Goods shall be stored at CDI's facility at Buyer's risk and expense. For each month of equipment storage which CDI provides, CDI shall invoice Buyer for 2% of the total original contract price until Buyer arranges for or agrees to have the product shipped away from CDI's facilities.
14. **ENGINEERING DOCUMENTATION:**
  - Any documentation which CDI is asked to create or modify to meet Buyer requirements will be billed to the Buyer at cost plus 20% per occurrence as a separate line item on the invoice.
  - Buyer required Control Plans will incur a fee of \$500.00 plus cost plus 20%.
15. **TESTING, INSPECTION, AND HOLD POINTS:**
  - Positive Material Identifications (PMI), Third Party Inspections (TPI), Witness Points, Hold Points and other forms of Buyer required inspection and/or testing will incur a fee of \$500.00 plus cost plus 20% per incident.
  - CDI shall not be held liable for delays incurred due to either the Buyer or Buyer-scheduled third parties missing scheduled Inspection, Test or Hold Points.
16. **RATINGS DISCLAIMER:**
  - CDI manufactures products which may be ATEX, UL, CSA, IECEx or otherwise rated or certified by third party notifying bodies for use in hazardous environments. It is Buyer's responsibility to fully comply with any warnings or cautions marked on the product or in the product documentation, as well as any requirements for the display of such warnings or cautions on or near the end products during use.
17. **LEGAL COMPLIANCE:**
  - Buyer, at all times, shall comply with all applicable federal, state and local laws and regulations. Export of the products covered by this quotation may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.