



CONDITIONS

When Organ Supply Industries, Inc. (hereafter referred to as OSI) customer's order contains any provisions which contradict, vary or expand upon the provisions of OSI's "order acknowledgment" or with the provisions contained herein, OSI shall be deemed to have objected to the provisions which the customer seeks, and the provisions found herein and/or in OSI's "order acknowledgment" of order shall prevail. No stipulations, representations, agreements or understandings shall be valid unless issued and/or accepted by OSI in writing.

All agreements made and orders accepted are contingent upon strikes, terrorism, acts of war, fires, accidents or other causes and contingencies beyond OSI's control.

Prices & Specifications

Prices and specifications provided in print and/or electronic format are current at the time of publication. Prices are subject to change, and the "Price List" is for information only, and is not offered as a quotation. Prices invoiced are those in effect at time of shipment. Quoted prices on custom materials are subject to the acceptance terms stated in the quotation and the conditions set forth herein.

TERMS

Prices are FOB, Erie, Pennsylvania, or shipping point. Open accounts may be arranged by furnishing satisfactory credit references. Visa/MasterCard services are offered. C.O.D. and Visa/MasterCard shipments are not subject to cash discounts. Cash discounts are not allowed if there are prior unpaid invoices.

In all cases, full payment for each invoice is due the earlier of thirty days (30) after shipping or thirty days (30) after invoice date. Invoices that exceed these terms will be considered "past due" and subject to account suspension, cancellation and/or collection (see Transfer of Title).

Past due accounts are subject to interest at 1-1/2% per month, starting 30 days from date of invoice. (APR 18%)

A down payment of one-third is required on all custom orders. A second, equal payment is due prior to production. The remaining balance will be handled on the basis of the customer's credit status at the time of shipment.

A minimum order charge of \$10.00 will be added to orders of less than \$20.00. Checks returned for insufficient funds (NSF) will be charged at \$45.00 each.

No other payment terms apply without the written agreement of OSI management.

Deductions

No deductions of any nature, other than cash discount earned, will be honored unless credit memorandum or written authority has been previously issued.



Transfer of Title

All goods and equipment remain the sole property of OSI until OSI receives payment in full. OSI retains the right to demand return of goods and equipment for which OSI has not been paid in full. In the event the goods and equipment have been used in the manufacture or assembly of an instrument, OSI acquires ownership rights of the instrument until goods and equipment are paid in full.

Foreign Shipments

Payments are to be made in United States dollars at par. Prices are FOB Erie, Pennsylvania, USA or shipping point. All charges covering inland and ocean freight, insurance, customs' duties, fees, overseas packing, and all other charges connected with the order are to be paid by purchaser.

Routing Shipments

The customer is responsible for providing OSI with shipping instructions for each order. In the event the customer fails to provide OSI with shipping instruction, OSI will select both the method of shipment and the carrier. In all cases, the customer is responsible for all shipping and handling charges.

Claims

All goods manufactured by OSI are carefully inspected and/or tested before packing and shipment. All claims for damage must be presented to the carrier. OSI is not responsible for breakage or damage after goods are delivered to carrier. If OSI is notified of such claims within 5 days from the date of delivery of merchandise, OSI will assist to secure adjustment. Claims for shortages will be recognized if made within 5 days of date of delivery of merchandise. All other claims will be recognized only if made in writing, within 30 days from the date of delivery of merchandise.

Cancellations of Orders

Orders, once entered, may be cancelled only upon receipt of written notice by OSI, provided OSI is fully compensated for loss due to said cancellation.

Returns

Conditions under which we will accept the return of goods for credit require:

- (a) That authorization from OSI has been received. A Return Authorization Number must appear on the outside of the carton.
- (b) That the goods are in proper saleable condition.
- (c) That the goods are not of special design, construction or finish.
- (d) That the goods be returned, charges prepaid, within 60 days from date of shipment.
- (e) That we deduct 15 percent or \$20.00, whichever is higher, from purchase price as a service charge to cover the cost of handling, testing and restocking.
- (f) That, if in our opinion, goods need repairs or refinishing, OSI is authorized to charge against the credit the cost of such work, in addition to the regular service charge.



Adjustments

Adjustments of disputed accounts or disputes of any kind made by any representative of OSI are subject to written approval by OSI's Credit Manager in Erie, Pennsylvania, before considered binding on OSI.

Limited Warranty

All goods of OSI's own manufacture are warranted to the first user for a period of five years after date of shipment against defective workmanship and material. Any parts or goods deemed defective must be returned to OSI, transportation charges prepaid, and if upon examination we deem same to come under the terms of our warranty, OSI will repair or replace same free of charge. This is a limited, non-transferable warranty and OSI is not responsible for any consequential damages resulting from the breach of this warranty or for any labor or installation charges. Should repairs or replacement be necessary due to improper installation, usage, or other causes for which OSI is not responsible, a charge for repairs will be made.

Exceptions to Five (5) Year Warranty

OSI Rectifiers, Reisner Magnets, Chime Actions & Transformers, solid state Chime Relays and SLIC Motors are warranted to the first user against defective workmanship and material for one year from the date of shipment. Ventus Blowers are warranted for 18 months from the date of shipment. Other products sold by OSI, but manufactured by others are subject to the warranty terms and conditions of the manufacturer.

Replacements

When it is necessary to replace parts, the goods to be replaced are to be returned to OSI, with a Return Authorization Number, within 60 days from date of shipment. Credit will be applied upon receipt and inspection of returned parts. If original part(s) were damaged due to negligence, mis-handling and/or improper use, OSI reserves the right to charge for the part(s) and handling costs.

Legal Considerations

Any action for breach of a contract of sale must be commenced within one year of the accrual thereof or be forever barred.

Venue for all actions arising under this contract shall be exclusively in the courts of the Commonwealth of Pennsylvania located in Erie County, or in the Federal District Court located in Erie, Pennsylvania, and all customers and vendors, and their customers and suppliers, hereby consent and submit to the jurisdiction of said courts.

This contract and the duties of the seller and the buyer will be governed by the provisions of the Uniform Commercial Code—Sales of the Commonwealth of Pennsylvania, except as varied and modified herein.

In case any part of all of one or more of the provisions contained in these Conditions of Sale shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision or part thereof and these Conditions of Sale shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained here in.