

GENERAL TERMS AND CONDITIONS OF SALE

AS AT 04/2021

I. Sole Terms

These terms and conditions (these "Terms") apply to all sales of products and services by Balluff, Inc. (referred to as "us," "we," or "our" as the context may require) to any purchaser (referred to as "you"). By placing an order on behalf of a company or other organization, the individual placing the order affirms that he or she has the legal authority to bind such organization as the purchaser under these Terms. These terms may in some instances conflict with some of the terms proposed by you. Therefore, acceptance of your order is made only on the express understanding that to the extent that any of these Terms conflict with any terms of your order or other terms provided by you, these Terms will govern. Our failure to object to provisions contained in any communication from you will not be deemed a waiver of these terms. These Terms are deemed accepted by you when you place an order, receive the goods or services, or tender full or partial payment. Any additions to, or deviation from these terms, must be proposed to us at our office and must be accepted in writing by one of our officers before such terms will become part of any contract between you and us. These Terms are subject to change by us without prior written notice at any time, in our sole discretion, by posting them on our website www.balluff.com (the "Site") or otherwise providing them to you. You are responsible for complying with these Terms and for reviewing the Site on a regular basis to ensure that you are aware of changes to these Terms.

II. Pricing Terms

All prices, discounts, and promotions are subject to change without notice. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

III. Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

IV. Delivery and Risk of Loss

Shipments shall be F.O.B. Florence, KY with all risk of loss or damage to goods passing to you upon delivery to carrier. Unless otherwise agreed in advance, you shall pay all shipping and handling charges, and we reserve the right to deliver in more than one shipment.

V. Inspection and Acceptance

Inspection and acceptance of the products shall be your responsibility. You are deemed to have accepted the products unless we receive a written notice of rejection within thirty (30) days after delivery of the products. You waive any right to revoke acceptance thereafter. You shall report any discrepancy in shipment quantity or damage within thirty (30) days after delivery of the products. We will not accept returned products without a Return Material Authorization ("RMA") Number and a complete description of the nature of the alleged discrepancy or damage. Returned products must be in original shipping cartons complete with all packing materials.

VI. Returns and Refunds

Except for any products designated on the Site or in the Balluff Order Confirmation as non-returnable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 30 days of shipment with valid proof of purchase and provided such products are returned in their original condition. No returns of any type will be accepted without an RMA notification number. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. All returns are subject to a 15% or higher restocking fee. Refunds are processed within approximately 7 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase.

VII. Payment

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. You represent and warrant that: (i) any credit card information you supply to us is true, correct, and complete; (ii) you are duly authorized to use such credit card for the purchase; (iii) charges incurred by you will be honored by your credit card company; and (iv) you will pay charges incurred by you.

VIII. Taxes

Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total order, and will be itemized in your shopping cart. In lieu thereof, you may furnish us with exemption certificates acceptable to the applicable taxing authorities.

IX. Termination

Except as may be specified such as items marked non-cancellable or not returnable, you may, prior to shipment, for any reason terminate an order in whole or in part upon written notice to us, which shall be no less than standard product lead time in advance of the delivery date. You shall be liable for termination charges, which shall include (1) a price adjustment based on quantity of goods delivered, (2) all costs, direct and indirect, incurred and committed for your canceled order, and (3) reasonable allowance for prorated expenses and anticipated profits.

X. Force Majeure

We shall not be liable for any delay in production or delivery of goods if such is due to accident, earthquake, storm, fire, flood, explosion, war, revolution, embargo, pandemic, epidemic, labor dispute, or any other cause whatsoever beyond our reasonable control. If, for reasons other than the foregoing, we should default or delay or not deliver product, your sole remedy against us shall be the right to cancel your purchase order through immediate written notice to us.

XI. Export Control

The sale, resale or other disposition of products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. You agree to comply with all such laws, regulations and orders and acknowledges that you shall not directly or indirectly export any products to any country to which such export or transmission is restricted or prohibited. You acknowledge your responsibility to obtain any license to export, re-export or import as may be required.

XII. Patents

In the event patent infringement charges are brought against you as the result of proper and intended use of our product, and we determine the infringement charge to be valid, our indemnification obligation extends only to one of the following, the choice of remedy being at our sole discretion:

- a) Replacement of infringing product with non-infringing product;
- b) rework of the product to make it non-infringing;
- c) securing a license under the patent; or
- d) refund of the purchase price.

We shall have no liability under this section unless you (i) give us prompt written notice of any claim made, (ii) provide us with the opportunity to take over, settle or defend any claim through counsel of our choice and under our sole direction, and (iii) make available to us all defenses against any such claim, action, suit or proceeding known to or available to you.

XIII. Warranty

Our products are guaranteed to be free from defects in material and faulty workmanship and conforming to applicable specifications when used for their intended purpose for a period of two years from the date of shipment. We will replace or repair, at our sole discretion, without charge, any unit, which fails because of defective workmanship or material during this warranty period and which is returned to us transportation prepaid. The warranty will not apply if, in our sole judgment, damage or failure has resulted from accident, alteration, misuse, abuse, or operation on an incorrect power supply. The warranty expressly does not include any other costs such as the cost of removal of the defective part, installation, labor or consequential damages of any kind. We assume no responsibility for selection and installation of our products. The foregoing is in lieu of all other warranties expressed, implied or statutory and we neither assume nor authorize any person to assume for us any other obligation or liability in connection with said products.

XIV. Sole Remedies

THESE TERMS SET FORTH YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTIES PROVIDED HEREIN. IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR ANY COSTS OF YOUR COVER, FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY SORT, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE) OR BREACH OF CONTRACT AND/OR WARRANTY, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

IN NO EVENT SHALL OUR AND OUR AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS.

XV. Miscellaneous

These Terms (including those stated on the quotation) shall constitute the entire agreement of us and you, superseding all prior agreements or understandings, written or oral, and cannot be amended except by mutual writing. You may not assign any rights or duties hereunder without our written prior consent. No representation, warranty, course of dealing or trade usage not contained or referenced herein will be binding on us. No failure by us to enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of our right to enforce thereafter each and every provision. Provisions herein, which by their very nature are intended to survive termination, cancellation or completion of your order that is accepted by us, shall survive such termination, cancellation or completion. These Terms do not confer any rights or remedies upon any person other than you.

XVI. Privacy

Our Privacy Statement posted on our Site governs the processing of all personal data collected from you including in connection with the purchase of products.

XVII. Governing Law

These Terms, and any agreement incorporating these Terms, shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky without giving effect to principles of conflict of laws. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

XVIII. Choice of Forum

Any cause of action arising out of any agreement which incorporates any or all of these Terms shall be brought only in the federal court located in Covington, Kentucky or state courts located in Kenton County, Kentucky. You hereby irrevocably submit to the exclusive jurisdiction of such courts.

Repair Services

We provide both warranty and out-of-warranty repair services, should the need arise. Established product repair rates for out-of-warranty repairs are provided prior to receipt of the items to facilitate quick turn-around. All returns must be accompanied by a Balluff Return Material Authorization (RMA) that is available from our Customer Service. Please have the following information available when calling our Customer Service:

- The Balluff part number of the item to be repaired
- The Balluff serial number (if applicable)
- A brief description of the problem
- Buyer's Purchase Order number

Please contact our Customer Service at 1-800-543-8390 for further details.

Field Service Rates

Please contact our Application Engineering Supervisor at 1-800-543-8390 for further details.

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