

# MATERIALS SCIENCE, INC.

Vacuum & Thin Film Technology

## COMPONENT TERMS AND CONDITIONS

### **Payment Terms**

Within U.S.A – Open Account: 1% 10, Net 30 Days or credit card, subject to credit approval. No cash discounts are granted. Custom Orders, Modified Standard Products and Orders exceeding US\$20,000 may be subject to a 30% down payment.

International – Wire transfer when ready to ship, credit card, letter of credit or other mutually agreed upon terms.

### **Minimum Order**

US\$ 100

### **Taxes**

Buyer is responsible for the ultimate payment of all taxes, customs duties, freight charges and other expenses which may be assessed or levied against all equipment and items which are sold by Materials Science, Inc. to the Buyer.

### **F.O.B.**

Shipping point, shipping charges paid by Buyer.

### **Shipping Method**

Within U.S.A. – UP to 150 pounds: Federal Express or UPS unless otherwise specified by the Buyer.

Over 150 pounds: Motor Freight, Collect

International – Federal Express, UPS or Air consolidation unless otherwise specified by the Buyer.

### **Packing and Loss or Damage in Transit**

Equipment will be packed in a manner suitable to the method of shipment specified by the Buyer, or to the method selected by Materials Science, Inc. in the absence of instructions. The Buyer assumes risk of loss or damage to equipment in transit.

### **Insurance**

Shipments are **not** insured unless specified by the Buyer. Insurance costs are paid by the Buyer.

### **Inspection upon Arrival**

Buyer shall inspect the equipment immediately upon its arrival and shall within five (5) working days of its arrival give written notice to Materials Science, Inc. of any claim for shortage or that the equipment does not conform to the terms of the purchase order which has been acknowledged by Materials Science, Inc.. If the Buyer fails to provide such notice, the equipment shall be deemed to conform with the terms of the purchase order and the Buyer shall be bound to accept and pay for the equipment in accordance with the terms of the purchase order.

## **Return of Goods**

Products may not be returned without prior authorization by Materials Science, Inc.. Returned products are subject to a minimum 50% return charge. Returned goods must be shipped freight prepaid and F.O.B. destination. The return charge does apply to warranty returns or incorrect shipment. Freight charges will be rebated by Materials Science, Inc. for warranty returns and incorrect shipments.

Materials Science, Inc. may, at its sole option, replace or repair any or all returned equipment within a reasonable time after it is finally determined that the equipment is not in accordance with the acknowledged purchase order. Materials Science, Inc. shall not be liable for any damages arising from the defective delivery or delay caused thereby.

## **Order Cancellation**

Any request by the customer for cancellation in total or part of any purchase order accepted by Materials Science, Inc. shall be subject to the following conditions:

- a) Written notification must be provided to Materials Science, Inc. at it's corporate headquarters.
- b) Custom or Modified Products: Customer will reimburse Materials Science, Inc. for all expenses incurred, general and administrative including overhead and profit to date that cancellation is received by Materials Science, Inc.. Any parts or work-in-progress will become the property of the customer upon payment by the customer. Materials Science, Inc. will store said parts for a reasonable time pending the customer's disposition instructions. Storage is at the risk of the customer and at the customers expense.
- c) Standard Products: The customer will pay a 25% cancellation fee.

## **Applicable Laws**

This contract shall be construed in accordance with the laws of the State of California, U.S.A.