

Terms	Conditions
Acceptance - Governing Terms	Products furnished (Products) and services rendered (Services) by Resonetics, LLC (Resonetics) are sold only on the terms and conditions stated herein. Resonetics performance of any contract is expressly made conditional on Buyers agreement to the terms and conditions stated herein, except as otherwise expressly agreed by Resonetics in writing. In the absence of such agreement, performance and/or delivery hereunder is for Buyers convenience only and shall not be construed as acceptance of Buyers terms. Acceptance of the Products or Services shall be deemed acceptance of these terms and conditions.
Ownership of Tooling and Intellectual Property	Any and all tooling (including, but not limited to, fixtures, jigs, dies and masks) manufactured by or at the request of Resonetics, or otherwise utilized by Resonetics in the production of any Products is the sole property of Resonetics, unless otherwise agreed in writing by both parties. Resonetics hereby retains ownership of and any and all rights to any of its intellectual property, whether owned or developed in connection with the Products or Services, and nothing herein shall be construed as a license or sublicense for Buyer to utilize, reproduce, copy, or otherwise exploit any Resonetics or third party owned property rights, including, but not limited to, intellectual property rights, unless otherwise agreed in writing by the parties.
Indemnity - Intellectual Property and Third Party Claims	Buyer acknowledges that as the Products are manufactured to its design and specification, Resonetics makes no warranty, express or implied, against any third party claim that the Products or the Services (i) infringe any intellectual property right of any third party; or (ii) that the Products contain design defects, or do not comply with U.S. Food and Drug Administration, or any other governmental law, rule or regulation. Buyer shall indemnify, defend, and hold harmless Resonetics and its directors, officers, agents, employees and contractors, from and against any claims, damages, losses, liability, costs and expenses (including costs of investigation and reasonable attorneys fees) incurred as a result of any claim arising out of or related to the matters identified in subsections (i) and (ii) above, or otherwise related directly or indirectly to the Products, including claims for product liability, except to the extent such claims are attributable to Resonetics gross negligence or willful misconduct.
Reliance on Buyer Information	Resonetics quotations are issued in reliance upon the information provided by the Buyer. Resonetics ability and obligation to provide the Products or Services, as quoted, depends on the accuracy of information provided, timely placement of orders, and timely delivery of Buyer-Supplied Material. The information Resonetics relies on includes, but is not limited to, the required turnaround times, order size, order volume over time, drawings, specifications, statements of work, and inspection criteria. Any changes in these and other factors may require Resonetics to update or change the terms of any quotations issued to the Buyer. Buyer shall promptly inform Resonetics of any such changes.
Buyer - Supplied Material	If the specifications or statement of work for any Product require the Buyer to supply parts, components or material to Resonetics for use in the manufacture of such Products (Buyer-Supplied Material), Buyer shall supply such Buyer-Supplied Material on a timely basis to ensure that Resonetics is able to meet the applicable shipment date and schedule production for the Products. [All Buyer- Supplied Material shall be shipped to Resonetics F.O.B. Resonetics facility, and title shall pass to Resonetics upon receipt from the carrier.] All Buyer-Supplied Materials must be accompanied by the applicable Material Safety Data sheets (MSDSs). Buyer acknowledges that Resonetics incurs significant costs to set up and schedule production and that the failure to timely receive Buyer-Supplied Material will result in significant cost and expense to Resonetics, including, but not limited to, losses due to lost opportunity costs and interruptions in production. Accordingly, Buyer shall reimburse Resonetics for any and all losses, costs and expenses directly or indirectly incurred as a result of Buyers failure to timely supply Buyer-Supplied Material.
Order Processing Logistics	Purchase orders should be emailed to Sales@resonetics.com or faxed to 603-886-3655. Purchase Orders are accepted only by a Sales Acknowledgement from Resonetics, and only upon the terms and conditions set forth in the applicable Quotation and the Sales Acknowledgement. Minimum order size is \$1,000, exclusive of taxes and delivery charges.
Prices and Taxes	Prices are F.O.B. Resonetics facility and shall be valid for 30 days from the date on the facing page. Thereafter, prices are subject to change at any time without notice prior to acceptance. Buyer shall pay all charges for transportation and delivery and any taxes, duties, customs or other fees of any nature imposed upon the sale and/or shipment of the Products by any federal, state or local government authority. If the Product is to be shipped to states or localities that impose a sales or use tax, Buyer shall provide a resale certificate or other documentation of taxable or tax exempt status. Buyer will promptly reimburse Resonetics in the event Resonetics is required to prepay any such taxes or charges.
Payment	Payment shall be in U.S. currency, net 30 days from the date of invoice. An interest charge equal to 1.5% per month (18% per year) will be added to invoices outstanding for more than 30 days. Resonetics reserves the right to require full or partial payment prior to production or shipment for any Buyer who, in Resonetics sole opinion, has an unsatisfactory credit or payment record. Resonetics may also refuse to sell or ship Products to any Buyer with an overdue account until such account is paid in full.
Shipment, Title and Risk of Loss	Shipping dates are approximate only and are estimated from the date of receipt of the order. All Products are shipped F.O.B. Resonetics facility and title to the Products and risk of loss shall transfer to the Buyer upon delivery of the Products to the carrier. Unless otherwise specified in writing, Resonetics will ship UPS Red, or its equivalent, with PP&A shipping charges added to the invoice. If Buyer prefers direct billing of shipping costs, include its UPS, FedEx, or DHL account number on the purchase order.
Limited Warranty	Resonetics warrants that the Products and/or the Services will substantially conform to the applicable specifications or statement of work provided by and/or agreed to by the Buyer. Upon prompt notice by Buyer of any claimed nonconformity with this warranty, which notice must be given within 30 days from the date such nonconformity is discovered [and within 1 year of date of shipment] to the Buyer, Resonetics obligation under this warranty is limited, at its option, to repairing or replacing at its facility, with transportation charges prepaid by Buyer, the Product, Service and / or component part thereof that is proved to be other than as herein warranted.
Warranty Limitations and Disclaimers	Buyer shall be responsible for making its own determination of the Products suitability, completeness and fitness for use, and conducting any necessary testing of the Products. This Limited Warranty does not extend to Product which has been subject to misuse, accident or improper storage, maintenance or application, nor does it extend to Products which have been repaired or altered outside of Resonetics facility unless authorized in writing by Resonetics. Except for the Limited Warranty stated above, Resonetics disclaims all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Resonetics shall not be liable for defects or nonconformity related to customer supplied raw material or components (including Buyer- Supplied Material). In no event shall Resonetics be liable for any damages caused by the Buyers failure to fulfill its responsibilities, or for lost profits, costs of a product recall, special, punitive, indirect, incidental, or consequential damages, even if Resonetics is advised as to the possibility of such damages.
Inspection and Returned Goods	Buyer shall have the right to inspect the Products within 30 days of receipt. Buyer shall notify Resonetics in writing within 30 days of receipt if the Products do not conform to the Limited Warranty set forth herein. If Resonetics is not notified within such 30 day period, the Products shall be deemed accepted by the Buyer. Prototype parts (i.e. parts made without a frozen design and detailed) are not returnable. In order to return any Products, Buyer must request a Return Material Authorization (RMA) from Resonetics. If Resonetics has approved the return, as signified by the issuance of an RMA, the Products must be packaged and shipped (at Buyers expense) in substantially the same way they were packaged and shipped by Resonetics, and shall include any lot identification information. Returned Products will be inspected by Resonetics to determine whether the Products in question conform to the Limited Warranty. A credit will be issued for all such non-conforming Products. Conforming Products (or reworked Products) will be shipped back to the Buyer, together with an invoice for such Products. No credit will be issued for Products damaged during shipment (whether to or from the Buyer).
Cancellation Prior to Shipment	No order may be cancelled by Buyer except by mutual agreement in writing. Any such cancellation shall be subject to the following conditions: (i) Buyer will pay for all Products which are completely manufactured by Resonetics; (ii) Buyer will pay all costs, direct and indirect, which have been incurred by Resonetics with regard to Products which have not been completely manufactured at the effective time of cancellation including but not limited to, cancellation costs from Resonetics suppliers together with any specifically identifiable incidental and consequential expenses ; and (iii) Buyer will pay Resonetics a cancellation fee equal to 10% of the face amount of the cancelled order.
Governing Law	This contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. The parties exclude application of the 1980 United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable.
Arbitration	Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in the City of Manchester, New Hampshire and the proceedings shall be conducted in English. There shall be one arbitrator agreed to by the parties within 20 days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Arbitration Rules.
Limitation on Actions	No action, regardless of form, arising out of or in any way connected with the Products or Services may be brought by Buyer more than one (1) year after the cause of action has accrued.
Force Majeure	Resonetics shall not be liable for delays in performance arising out of causes beyond the control and without the fault or negligence of Resonetics. Such causes include but are not limited to acts of God, acts of the Buyer, the public enemy or the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, lockouts, riots, unusually severe weather, and defaults of suppliers due to any of such causes.
Severability	If any part, term or provision hereof is held illegal, unenforceable, or invalid for any reason, the validity of the remaining provisions shall not be affected thereby.