

December 2000
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GENERAL POLICY AND TERMS OF SALE

TERMS OF PAYMENT

Upon approved credit, terms of payment are net 30 days from invoice date. Unless credit has been established, shipment will be made upon receipt of payment in advance.

All quoted prices are exclusive of shipping and taxes of any form.

DELIVERY

Every reasonable effort will be made to effect shipment on or before the estimated delivery dates set forth on our quotation and as confirmed in our acknowledgment to the order. Under no conditions will there be any liabilities or penalties for delays in delivery.

SHIPMENT

If not specified by buyer, seller will select the most appropriate mode of shipping. Shipping charges will be prepaid and will be added to the invoice as a separate charge to be paid by buyer. All shipments are F.O.B. Floral Park unless otherwise noted, and our responsibility for merchandise ceases upon delivery to carrier.

WARRANTY

Each product manufactured by Luff Research, Inc. is thoroughly tested and inspected, and is warranted against defects in materials and workmanship. This warranty applies for **two years** from date of original delivery on production items. Luff Research will perform all appropriate repairs during the warranty period, provided the parts are returned by the buyer to Luff Research, and have not been subject to misuse. All shipping charges to and from Luff Research are the responsibility of the buyer. Returned units must have an RMA number and must be shipped back in packaging that will protect the units. No other warranty is expressed or implied. We are not liable for any consequential damage.

LIMITATION OF LIABILITY

The entire liability of Luff Research in any claim or cause of action shall not exceed the purchase price paid for the product, which is the subject of such action.

In no event shall Luff Research be liable to buyer for any consequential or special damages. This includes, but is not limited to any injury or death of any person(s), any loss or damage of any property and/or any interruption of services arising out of the use or inability to use, or the delivery of, or failure to deliver, the products furnished by Luff Research.

NON US SALES AND EXPORT CONTROL

On all sales outside the US an End Use and End User declaration is required. Sellers in the US that export are obligated to comply with all US export regulations.