

Doing Business with TESCO

TERMS & CONDITIONS

Your purchases from TESCO are made subject to these Terms and Conditions. Please review them carefully before placing your order. TESCO's Terms and Conditions are subject to change. By purchasing from TESCO you agree to be bound by the Terms and Conditions in effect at the time you place your order, which may be viewed at <http://www.tesco.com/go/terms>.

We object in advance to any additional or different terms you may propose, whether contained in a purchase order or in any other document or communication and regardless of whether such additional or different terms would materially alter our Terms and Conditions. Your submission of a purchase order or other authorization for products or services, or your allowing us to ship products or commence work, will constitute your acceptance of all of our Terms and Conditions, except to the extent specifically consented to by us in a written confirmation sent to you and signed by an authorized representative of TESCO.

1. Our Performance Guarantee: Our Performance Guarantee is uniquely simple: We promise that you will receive your order on time, error free, and in good condition. Your charge for delivery and handling will be refunded in the event we do not meet the agreed delivery date. We cannot guarantee on-time delivery for orders involving HAZMATS, drop shipments, third-party billing, customer pickups, shipments outside the continental U.S., unauthorized transportation carriers, extreme weather conditions, or acts of God. Please inspect products immediately upon receipt and notify TESCO of any damage or shortage the same day.

2. 30-Day Money-Back Guarantee - Return Policy: If for any reason you are not satisfied with a purchase, you may return it for a refund or credit within 30 days subject to the following:

- Product must be in original condition, original product packaging, uncut, unmodified, and unused.
- Product must be returned within 30 days of delivery date (at your expense) through a traceable means (e.g., certified mail, UPS, or FedEx), freight prepaid.
- All components and manuals must be returned.
- Credit or refund is issued for purchase price of returned products, excluding delivery and handling charges.
- Installed equipment and software and special order and value-added items are repaired or replaced under manufacturer warranty. (See Warranty Support, Section 6.)
- Items not in compliance with our return policy will be returned to you at your expense.

Please complete the return form included with your shipment and reference the original transaction number or call our Customer Service team if you need assistance. Beyond our 30-day money-back guarantee, no returns for credit or refund will be accepted, even if the merchandise is defective. However, the manufacturer's warranty will apply, and we will be happy to facilitate your request for warranty satisfaction from the manufacturer. (See Warranty Support, paragraph 6.)

3. Prices: At the time of your order, you will receive the total bottom-line delivered cost according to the price prevailing at the time your order was placed and the delivery option you have selected. Call 800-472-7373 (USA, Canada, Mexico) or +1 410-229-1200 (other countries) for pricing and delivery confirmation. State sales tax, if applicable, will be added to your invoice unless an acceptable resale tax exemption certificate is provided. Where applicable, the payment of all customs duties will be your responsibility.

4. Delivery: Your order will be delivered on time, configured and complete, as provided in our Performance Guarantee to the address you have designated. We will make every effort to ship in accordance with the delivery option you have selected. Delivery dates may be affected by our late receipt of all information necessary to ship or other causes beyond our reasonable control. In any event, we are not liable to you for any loss of time, material, or production or any other loss resulting from late delivery. (See Limitation of Liability, paragraph 8.)

5. Payment Terms: If you would like to establish an open account, please contact our Customer Transactions team at 410-229-1395. During the credit application process, business may be done via credit card and EFT. We reserve the right to change terms of sale at any time. All payments must be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by TESCO. For payment terms other than net 30, additional fees may apply.

- Net 30 terms require prompt payment by company check within 30 days from the shipment date unless otherwise stated on the invoice. We do not accept payment by credit card except at time of purchase.
- There will be a \$35.00 charge for returned checks and EFT rejections for any reason.
- Please pay from the invoice provided. A late payment charge of 1.5% per month (18% APR) will be charged on all invoices not paid within the defined terms. Our Customer Transactions team is available to help you in all billing matters.
- In the event TESCO retains a collection agency or attorney to enforce any of your obligations to TESCO, you agree to pay all of TESCO's costs and expenses associated with such enforcement, including all collection, attorney, and litigation fees.

- You agree to pay or reimburse TESSCO for any and all sales, use and excise taxes that may be imposed on you or TESSCO by any government entity as a result of any sales to you, regardless of when such taxes may be assessed, imposed, or levied.

6. Warranty Support: Manufacturers' warranty information and policies for all products we offer are available on www.tessco.com/go/mfgwarranty. Although TESSCO does not separately warrant products, we do pass through all manufacturers' warranties and will be happy to help you determine the extent of coverage for your claim, coordinate the return of the product, and assist you with the warranty support offered by the manufacturer. Please email us at warranty@tessco.com or call our Customer Service team if you have any questions about warranties. Note that we make no implied warranties of MERCHANTABILITY or of fitness for a particular purpose with respect to any goods or services we sell, and our suppliers typically exclude these implied warranties as well.

7. Damages in Shipment: Even though title and risk of loss pass when merchandise is shipped, we will assist you if merchandise is verified as damaged in transit. If this occurs, please take the following action:

- Do not accept a visibly damaged product until the person making the delivery has endorsed the air bill/bill of lading with a statement of the extent of the damage and file the freight claim at the time of delivery.
- If damage is concealed and found after unpacking, retain all packing material and immediately call us. Concealed damage must be reported within 24 hours from time of receipt of shipment.
- Notify us immediately of damages so that we can provide you with assistance on the claim with the freight carrier. When calling, please have the sales order number at hand.
- Please send us copies of all airbills/bills of lading and inspection reports.

8. Limitation of Liability: In no event shall TESSCO be liable to you under any legal theory whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to, such losses as (i) wages paid to your employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities, or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, or (viii) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim relating to your purchases of goods or services from TESSCO, including losses resulting from your general or particular requirements or needs, whether or not TESSCO, at time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by you by cover or otherwise. **TESSCO's liability to you shall in no event exceed the purchase price of the nonconforming goods or services giving rise to TESSCO's liability to you.** The manufacturer/supplier's warranties that we pass through to you (see paragraph 6 above) typically contain limitations similar to those stated in this paragraph.

9. Compliance with Laws: You agree to comply with all laws and regulations that apply to your use, or the resale or other transfer, of products that you purchase from TESSCO. In some cases, the export of products from the US may be subject to restrictions or prohibitions under US law. You are urged to review the materials regarding such restrictions made available by the manufacturer/supplier and, where appropriate, to consult legal counsel. In any case, however, you remain solely responsible for such compliance, and TESSCO takes no responsibility for advising you regarding such matters or for providing any necessary export licenses.

10. No Alterations, Reverse Engineering, etc.: The manufacturers/suppliers of many of the products sold by TESSCO prohibit any alteration, modification, adaptation, translation, decompiling, disassembly, or "reverse engineering" of, or creation of derivative works based on, their products. You agree to abide by any such restrictions contained in the manufacturer/supplier's terms, and you agree that such restrictions may be enforced against you directly by the manufacturer/supplier, despite any lack of contractual privity between you. If you have questions concerning the terms that may apply to a particular product or would like to obtain information about such terms before purchasing, TESSCO will be happy to assist you in obtaining such information from the manufacturer/supplier.

11. Choice of Law, Forum Selection: TESSCO controls and operates its business from its offices at Hunt Valley, Maryland, USA. Consequently, any questions relating to these Terms and Conditions or their application in a particular situation shall be governed by the laws of the United States and the State of Maryland (without regard to any provision that would result in the application of the laws of any other state or jurisdiction). Any legal or equitable action of whatever nature brought by you against TESSCO arising out of or related in any respect to these Terms and Conditions or your purchases or other dealings with TESSCO shall be brought solely in either the United States District Court for the District of Maryland located in Baltimore City or the appropriate court of the State of Maryland located in the jurisdiction where TESSCO has its principal place of business.

12. Severability: If any provision of TESSCO's Terms and Conditions is found to be invalid or unenforceable, the other provisions will remain in full force and effect.