

# Terms and Conditions

These terms and conditions apply to Campbell Scientific, Inc., Logan, UT, USA.

## 1. Application

These General Terms and Conditions are set forth in an effort to create a clear, hassle-free experience for our customers. They apply to all products, supplies, or services (collectively, "Products") furnished by Campbell Scientific, Inc., ("Company" or "Seller") to any Campbell Scientific, Inc. customer ("Customer" or "Buyer" or "Purchaser"). In ordering, receiving, or accepting Products, Customer agrees to these General Terms and Conditions. If the need arises for Company to adopt your organization's terms and conditions, Company will only be bound to those by agreement in writing, and corresponding pricing will reflect any additional responsibility and risk.

These General Terms and Conditions, together with Company's price quotation, Customer's purchase order (absent any conflicting terms or conditions included therein), Company's order acknowledgment, and Company's invoice form the entire agreement between Company and Customer with respect to the purchase of Products, and all other terms, conditions, and/or representations—whether written or oral, express or implied—are excluded.

## 2. Prices/Quotations

Company's prices are subject to change without notice. Company's price quotations, unless earlier withdrawn, shall be open only to unqualified acceptance by Customer in accordance with these General Terms and Conditions, and only within the period specified in the quotation (or, if no such period is specified, within a period of thirty [30] days from the date of the quotation). Company's prices and quotations do not include any charges or billable items from third-party purchasing agents. Company reserves the right at any time to adjust pricing and quotations to account for any such third-party purchasing agent charges or billable items. Company prices and quotations are subject to Customer credit approval.

## 3. Payment Terms

All orders are accepted with cash paid in advance or other immediately available funds, or upon such other terms as the parties may agree. Company may, in its sole and absolute discretion, extend credit to Customer. Customer's application for credit, available at [www.campbellsci.com/credit-application](http://www.campbellsci.com/credit-application), requires completion of a Company credit application and a current balance sheet. If credit is extended, payment terms will be net 30, unless otherwise specified by Company. Customer will be charged a finance fee of 1.5% per month of any amount past due until paid. Customer shall be responsible for all collection costs, attorney fees, and other reasonable costs incurred by Company in pursuing collection of any past-due amounts, including those incurred by Company in initiating a collection lawsuit, which amounts shall be added to the balance due by Customer and paid by Customer. In the event Customer's account balance is delinquent, Company may, in addition to Company's other remedies at law and remedies provided herein, put Customer's account on hold, and Customer will not be able to make additional purchases on the account until Customer's balance,

including any interest and fees, is paid in full. Company accepts the following credit cards: American Express, corporate purchasing cards, VISA, Discover Card, and MasterCard. A 3.5% Convenience Fee may be assessed to invoices paid via credit or charge card. Wire Payments: All wire fees (including intermediary bank fees) are the responsibility of the Customer.

#### **4. Taxes**

Company's prices and quotations do not include sales, use, excise, or other taxes that pertain to the locale of Customer. Accordingly, Customer shall, in addition to prices and quotations specified by Company, pay any sales, use, excise, or other tax attributable to the sale of Products covered hereby, or, in lieu thereof, provide Company with tax exemption certificates acceptable to Company. If Company is required to pay any taxes with respect to the sale, purchase, delivery, storage, processing, use, or consumption of any of Products sold to Customer, Customer shall promptly pay the amount thereof to Company upon demand.

#### **5. Minimum Orders and Custom-Invoicing Fees**

Orders less than \$50.00 (exclusive of any shipping, taxes, and other fees or charges, as applicable) are subject to a \$15.00 handling fee.

Company may comply with Customer requests for special or custom invoicing, subject to a \$50.00 fee per special or custom invoice.

#### **6. Order Acceptance**

Customer will inspect received shipment and will notify Company of any shortages or damaged goods within fifteen (15) working days of receiving the shipment. Failure to report findings within fifteen (15) working days will relieve Company of any responsibility to replace.

#### **7. Change-Order and Cancellation Policy**

A change-order fee of \$75.00 or 15%, whichever is greater, shall be charged for each change-order occurrence. Fees will be paid via credit card or through amended purchase order agreement.

Order cancellation requests for items that are being manufactured or assembled, or after a work order has begun, will incur a \$75.00 or 15% cancellation fee, whichever is greater, paid via credit card or due upon receipt of invoice. Qualifying canceled items align with and follow the "Restocks>Returns" section. Any "SPECIAL," built-to-order item, is not returnable and cannot be canceled.

## 8. Blanket Purchase Orders

In the event Buyer has designated a purchase agreement through a blanket purchase order, Seller expressly acknowledges and agrees that Buyer is relying upon Seller to furnish all quantities of goods identified on the face of the purchase order. Seller further acknowledges and agrees to increase the volume of parts and components needed to fulfill the requirements on the purchase order. Buyer shall have the ability to extend final delivery up to 60 days beyond original agreement but guarantees to take delivery and is bound to accept all quantities originally ordered. Buyer may request increased quantities, but not decrease from the original quantity ordered. Blanket purchase orders cannot be cancelled, restocked, or refunded.

## 9. Cancellation of Special Orders

Products whose description includes the word "SPECIAL" are either acquired by Company from third parties or are custom assembled by Company as a service to its Customers. Customer acknowledges and agrees that Products marked "SPECIAL" are only warranted to the limits extended by the original manufacturer of Products acquired and resold to Customer by Company, and that all warranty claims and repairs for these items must be coordinated by Customer with the original manufacturer without involvement of Company. Company's standard warranty coverage for items included in an assembled Product marked "SPECIAL" applies only to individual components within the solution that are manufactured directly by Company or are otherwise found on Company's published price list. Whether Products described as "SPECIAL" are acquired or assembled by Company, all orders placed for "SPECIAL" Products are final and are sold on a non-cancelable, non-refundable, non-return basis. All orders placed for "SPECIAL-CUSTOMIZED" Products are final and are sold on a non-cancelable, non-refundable, non-return basis.

## 10. Shipping Policy

All Products are shipped FOB Logan, Utah (FCA Logan, Utah, or DAP per Incoterms® 2020, if international), with freight and insurance prepaid and added to the invoice as a separate item. LTL freight is estimated to cover liftgate-ground delivery, residential, inside, and/or limited access locations. Only actual charges will be billed.

## 11. Storage Fee

Shipping delays on Customer's part over twenty-one (21) calendar days may be assessed a storage fee and collected at a rate of \$10.00 per box per day, \$20.00 per tower per day, and \$50.00 per pallet per day.

## 12. Risk and Title

Risk of loss or damage to Products shall transfer to Customer from the time of delivery or deemed delivery. Any and all claims for Products lost or damaged in transit should be made by Customer to the carrier, as risk of loss transfers to Customer, and Company's responsibility ceases, upon Company's tender of Products to Customer, to Customer's representative, or to a common carrier. Ownership of Products shall not pass to Customer until Company has received payment in full for Products and all other sums due to Company from Customer on any account. Until transfer of title in Products, Customer shall ensure that Products are kept safe, secure, and insured.

### 13. Services

Customer shall, at its own expense, supply Company with all necessary documents, permissions, materials, and data, or other information reasonably requested by Company, to allow Company and/or its agents and representatives to provide any services related to Products, such as installation and training, and Customer will provide suitable working accommodations at the location the services will be performed.

### 14. Limited Warranty

#### WARRANTY DEFINITIONS:

- Warranty: This is a limited warranty.
- Company: Campbell Scientific, Inc., Logan, Utah, USA
- Purchaser: The entity with legal ownership of Products, its heirs, and assignees
- Company Products: Items manufactured by Campbell Scientific, Inc. These include, but are not limited to, hardware, software licenses, licensed software, and software media.
- Buyouts: Items resold but not manufactured by Campbell Scientific, Inc.
- Services: Work performed by Company and its employees—including but not limited to: support, customization of software and operating systems, programming, installation work, and electrical connections

#### ITEMS WITH NO WARRANTY:

- Services and the results of services
- Field services and the results of field services (except as provided below)
- Batteries
- Fine-wire thermocouples
- Desiccant, desiccant apparatus
- Filters, filter apparatus
- Bottles, bottle assemblies
- Chemicals and solutions, chemical and solution containers
- MicroSD memory cards
- Products, content, and media for promotion, instruction, and training
- Certificates of calibration and conformance
- Products that are rented, loaned, or provided free of charge
- Kits for repair, maintenance, and spare parts
- Other consumables

#### BUYOUTS

Buyout warranties are limited to the manufacturers' offerings. See Product-specific web pages for exact warranty length. Company makes a reasonable effort to keep this information up to date, but buyout warranties may change without notice. Some buyout warranties are extended only from the date Products shipped to Company from the manufacturer.

## COMPANY PRODUCTS

Company Products are warranted by Company to be free from defects in materials and workmanship for one (1) year, subject to the following conditions:

- Company Products are placed in normal use and service.
- Warranty applies to the original purchase only.
- Warranty period begins on the date of shipment from Company.

Company Products with exceptional warranty periods (periods greater than and less than one year) are listed on Product-specific web pages. Company makes a reasonable effort to keep this information up to date, but Company Product warranties may change without notice.

Company warrants that Company Products will perform substantially in accordance with specifications set forth in the respective Company Product manuals. Warranty is conditional upon installation and use of Company Products that are consistent with recommendations published in Company Product manuals.

Warranty coverage is determined solely by the Company Customer Service Department (repair) or a Company-authorized repair facility. See Company repair policy and procedures [here](#). Freight costs to and from third-party repair facilities may apply.

Warranty is not extended by the installation of software, operating-system upgrades, or patches that are provided free of charge.

Software installation media that has been damaged, lost, or abused will not be replaced. Software licensee may make a backup copy of software as set forth in the end-user license agreement (EULA), which is found in respective software Product manuals.

Company does not warrant that any Company Product will meet Purchaser's requirements or operate uninterrupted or error-free. Company shall not be liable for special, incidental, consequential, indirect, or other similar damages even if Company has been advised of the possibility of such damages. Company is not responsible for any costs incurred arising from the following:

- Claims by a party other than Purchaser
- Products subjected to modification, misuse, neglect, improper service, accidents of nature, or shipping damage
- Computer hardware or operating systems
- Use of Company software with non-Company software
- Lost profits or revenue
- Loss of use of software
- Late, incomplete, false, or inaccurate data, or loss of data
- Cost of recreating lost data
- Cost of any substitute Product
- Telecommunication access costs
- Other similar costs

Site correction and warning thresholds associated with electric-field and lightning-detection instruments are the responsibility of Purchaser. Purchaser is responsible to reset time when a threshold is passed in order to clear an alarm, as these threshold levels may vary with sensitivity to the nature of the risk (e.g., handling explosives) and cost of disruption by an alarm (e.g., playing golf vs. fueling airplanes).

Company, without notice, may modify Products, including hardware, software, and firmware (operating systems). In no instance will Company be responsible for incurred costs or liabilities arising from Product modification updates performed by end user.

Company's obligation under this warranty is limited to, at Company's option, repairing or correcting defective Products, replacing defective Products, or refunding the purchase price paid for defective Products; this shall be the sole and exclusive remedy. Purchaser assumes all costs of removing, reinstalling, and shipping defective Products to Company. Company will return such Products by surface carrier prepaid within the continental United States of America. To all other locations, Company will return such Products the best way CIP (port of entry) per Incoterms® 2020.

Purchaser's sole and exclusive remedy is set forth in this warranty. Purchaser agrees to bear all warranty responsibility for derivative Products developed, sold, or distributed by Purchaser. Company's aggregate liability arising from or relating to Products or this agreement, regardless of the form of action (e.g., contract, tort, computer malpractice, fraud, and/or otherwise) is limited to the purchase price paid by Purchaser.

**COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

*Company hereby disclaims, to the fullest extent allowed by applicable law, any and all warranties and conditions with respect to Products, whether express, implied, or statutory, other than those expressly provided herein.*

## **15. Factory Repair**

Repair charges, to the extent not covered by Company's limited warranty, are billed at a minimum hourly rate plus cost of materials at prevailing prices. Contact the [RMA Department](#) for the current hourly rate.

## **16. Restocks/Returns**

With some exceptions, unused Products may be returned within sixty (60) days of purchase with prior authorization (RMA) by the factory. Upon Customer obtaining a restock number, items must be returned to Company within thirty (30) days. Failure to return items in this time period may result in no credit given. Returned Products must be suitable for resale as new. A 15% restock fee will be charged (\$75.00 minimum) on all returns. Credit will be given only to the billing party on the invoice. Credit will not be given for cables or tubing cut to Customer-specified lengths, or for services performed on Products, such as extended temperature testing.

Products that may not be returned include, but are not necessarily limited to, the following: antenna cables, software, consumables, services, obsolete Products, specially modified versions of standard hardware, Products not available for purchase from Company price lists or on Company's website, and Products that are otherwise designated as non-returnable or non-restockable.

## 17. Product Use

Customer hereby accepts sole responsibility for ensuring Products are used properly, whether used alone or in conjunction with any other services, software, or other goods. Where Products form part of a larger project or series of work carried out by Customer, and/or by a third party on Customer's behalf, Company shall have no responsibility or liability whatsoever for the success or failure of that larger project or series of work.

## 18. Field Services Liability Waiver

Customer acknowledges that the services to be provided under any Service Agreement or any Custom Statement of Work involve inherent risks, including risks associated with the nature of Customer's building, facilities, and activities, and the nature of Company's services, heights, weather, and other such conditions. Company assumes no liability with respect to those inherent risks. Customer acknowledges that Company makes no representation, warranty, or other assurance with respect to the safety of Customer's building, facilities, and/or activities. Customer acknowledges that it is solely responsible for any observation, evaluation, and/or interpretation of any information obtained from the parts, goods, and/or services provided by Company. Moreover, Customer acknowledges that it is solely responsible for any action taken based on that information. Customer hereby agrees to assume the risk of any harm, loss, damage, or injury to any person, entity, or property associated in any way with the parts, goods, and/or services provided by Company. Furthermore, Customer hereby agrees to indemnify and hold harmless Company and its directors, shareholders, officers, employees, agents, insurers, and/or contractors from any and all claims, actions, suits, costs, expenses, damages, and/or liabilities associated in any way with the parts, goods, and/or services provided by Company.

## 19. Field Services Limited Warranty

Equipment serviced in the field by Company will be free of defects in workmanship for a period of ninety (90) days from the date of completion of work, unless otherwise specified by Company. Any parts and/or goods provided under by Company are warranted as per the Company General Terms and Conditions (this Agreement), which is typically twelve (12) months, unless otherwise specified.

## 20. Field Services Disclaimer of Warranty

Except as expressly provided herein, a separate document, or a custom statement of work—parts, goods, and/or services—provided by Company are provided "as is." Company makes no express or implied warranty as to the condition of any such parts, goods, and/or services and hereby specifically disclaims any warranties, whether written or oral, or express or implied, including any warranty of quality, merchantability, title, non-infringement, or fitness for a particular use or purpose.

## 21. End User and End Use Information

For compliance with export regulations and also any Product-specific notifications that may come up before or after shipment, Customer agrees to provide and update Company with the identification/contact information of the end user of Products.

## 22. Security Interest

By acceptance of Products, Customer grants Company a security interest in Products, until payment in full, continuing if the collateral becomes part of a whole, Product or mass, together with all proceeds and/or Products, and, upon failure to pay as agreed, Company shall have all rights and remedies of a secured party under applicable law.

## 23. Resale

Resale of Product by Customer is prohibited without the written consent of Company, and such consent shall not be unreasonably withheld, but shall be subject to Customer's completion of Form BIS 7-11 as per Bureau of Industry and Security standards.

## 24. Serial Number

Customer agrees that the serial number affixed to Product shall not be removed, altered, or made unreadable under any circumstances, as such is necessary to determine disposition of the limited warranty. Customer understands that any removal, alteration, or disfigurement of the serial number may disqualify Customer from limited warranty eligibility.

## 25. Limitation of Liability

Except for indemnity obligations exchanged herein and to the extent not prohibited by law, with respect to claims between the parties, in no event shall either party be liable under this agreement for personal injury, or any incidental, special, indirect, punitive, or consequential damages whatsoever, including, without limitation, loss of income, loss of business, diminution of goodwill, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to the other party's engagement to perform, use, or inability to use Products, however caused, regardless of the theory of liability. Both parties acknowledge that the other has entered into this agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

## 26. Indemnification

Company shall indemnify and keep indemnified, up to a maximum of \$1 million, Customer and its agents, representatives, and employees against any loss, damages, injury claims, demands, or causes of action, asserted by or claimed by any third party in connection with or related to either party's responsibilities hereunder, whether contractual, in tort, or as a matter of strict liability or liability imposed by law or regulation, to the extent arising out of the negligent or grossly negligent or intentionally wrongful acts or omission, or other fault of Company or third parties over which Company has control or any violation of applicable laws or regulations by Company or third parties over which Company has control.

Customer shall indemnify and keep indemnified up to a maximum of \$1 million Company and its agents, representatives, and employees against any loss, damages, injury claims, demands, or causes of action, asserted by or claimed by any third party in connection with or related to either party's responsibilities hereunder, whether contractual, in tort, or as a matter of strict liability or liability imposed by law or regulation, to the extent arising out of the negligent or grossly negligent or intentionally wrongful acts or omission, or other fault of Customer or third parties over which Customer has control, or any violation of applicable laws or regulations by Customer or third parties over which Customer has control.

Neither party will be responsible for the malfeasance of the other party.

## 27. License of Intellectual Property Rights

Company hereby grants to Customer, and Customer hereby accepts, a non-exclusive, transferable, royalty-free license for use of Products. Customer shall not be entitled to grant or purport to grant to any third party any sublicense of the whole or any part of the rights granted to Customer under this license. Company gives no warranty in relation to the licensed technology or the uses to which it may be put by Customer. Company makes no representation or warranty that Products and/or the use of the licensed technology will not infringe on another's patent or as to the validity or scope of any of the licensed technology.

## 28. Confidentiality

Company respects Customer confidentiality. Nevertheless, if technical information is anticipated to be disclosed by either party that shall be deemed to be of a confidential or proprietary nature, then the parties should negotiate and execute a bilateral written agreement specific to the purpose of the parties' transaction. Most transactions do not require a nondisclosure agreement.

## 29. Time/Limitation

Company will use reasonable efforts to meet any estimated timelines or due dates for delivery of Products. Any such dates are intended to be approximate, and time shall not be of the essence with respect to such delivery. If no dates are specified, delivery will be within a reasonable time. Company reserves the right to defer the date of delivery of Products, or to cancel the contract, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including, without limitation, acts of God, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

### 30. Disclaimer

While Company endeavors to provide only accurate and up-to-date information about Products, all drawings, samples, descriptive matter, specifications, and advertising issued by or provided by Company and any descriptions or illustrations contained in Company's promotional materials, including, but not limited to, all information contained on Company's website, are issued, displayed, made available, or published for general information only and for the sole purpose of giving an approximate idea of Products, goods, and/or services described therein, and will not form part of the contract between the parties, will not bind Company in any way, and Company makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the same for any purpose. Company will not be bound by or responsible for errors or omissions in any such information and reserves the right to correct any errors or omissions in such information in its sole and absolute discretion. In no event will Company be liable for any loss or damage arising out of, or in connection with, the use of or reliance upon such information.

Through Company's website, Customer may be able to link to other websites that are not under Company's control. Company has no control over the nature, content, and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed within them. Every effort is made to keep Company's website up and running smoothly. However, Company takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues.

### 31. Default

Upon material default by either party, the non-defaulting party shall have the option to terminate the agreement or suspend performance of the agreement until the defaulting party's default is cured. Neither party is relieved of any obligations hereunder that accrued prior to the date of the default.

### 32. Assignment

On orders of over \$10,000.00, Customer may not assign, sublicense, or subcontract its rights or obligations under any commercial relationship with Company without the express prior written consent of Company. Company may, without Customer's consent, assign its rights or obligations to any subsidiary or holding company of Company and/or subcontract any part of Company's obligations contemplated herein and regarding Products.

### 33. Termination

Either party may terminate the commercial relationship between the parties, by written notice, at any time and in their sole discretion. However, any such termination must accommodate payment for reasonable costs and expenses incurred through the date of termination.

### **34. Survival**

If any provision of the contract between the parties, including the General Terms and Conditions herein, is found by any court of competent jurisdiction to be unenforceable in any way, the remaining provisions shall continue in full force and effect.

### **35. Choice of Law/Venue**

The parties' commercial relationship and/or contract and these General Terms and Conditions shall be construed in accordance with the laws of the State of Utah, USA, without giving effect to the principles of conflicts of law. Company and Customer hereby submit to the exclusive jurisdiction of any appropriate court seated and located in Cache County, State of Utah, USA, to resolve any disputes or controversies that may arise under the parties' commercial relationship and/or contract and these General Terms and Conditions.

### **36. Attorneys' Fees**

If any action at law or in equity is necessary to enforce or interpret the terms of any agreement or contract between Company and Customer, or these General Terms and Conditions, the prevailing party shall be entitled to reasonable attorneys' fees, costs, litigation expenses, and necessary disbursements in addition to any other relief to which such party may be entitled.

### **37. No Waiver**

Failure or delay by either party in enforcing or partially enforcing any provision of the General Terms and Conditions shall not be construed as a waiver of any of its rights under the contract.

### **38. US-Based**

Company is US-based. All measurements are in feet, with the exception of OBS cables, which are ordered in meters.

### 39. Discounts

The following discounts may be applied to Product pricing. (Some Products are excluded—see specific Product ordering information for details and availability.) Discounts do not apply to freight or insurance.

#### QUANTITY

Cable lengths are not discounted.

Quantity	% Discount
10–24	7
≥ 25	10

#### EDUCATIONAL INSTITUTIONS

*(Universities and tax-funded educational facilities)*

A 4% discount from applicable list price for one to nine (1–9) units per order. For ten (10) or more units per order, see quantity discount above. Cable lengths are not discounted.

#### SELECT SOFTWARE PRODUCTS ONLY

Some select software Products may qualify for a greater quantity discount.

### 40. Priority of Terms

In the case of a conflict between these Terms and Conditions and the Terms and Conditions of any applicable quotation, order acknowledgment, invoice, price list, Product manual, or Return Merchandise Authorization (RMA), then, as to the conflicting terms only, the Terms and Conditions of the quotation, order acknowledgment, invoice, price list, Product manual, or RMA, as may be applicable, shall govern.

For more information, call (435) 227-9090 or email [orders@campbellsci.com](mailto:orders@campbellsci.com).