

[www.encorp.com](http://www.encorp.com)

9351 Eastman Park Drive  
Windsor, Colorado 80550  
888-295-4141



## Terms and Conditions of Sale

### SHIPPING SCHEDULES — PERFORMANCE

Upon Customer request, Encorp, Inc. (“Encorp”) will establish estimated shipping schedules for any Encorp products (“Products”) ordered by Customer as close as possible to Customer’s needs and will be diligent in meeting the estimated schedule; provided, however, that Encorp shall not be responsible for failure to meet the schedule. Should shipment be held beyond scheduled date for the convenience of Customer, Encorp reserves the right to bill charges for warehousing, insurance, trucking, and other associated expenses. Encorp shall not be responsible for any loss or damage to Customer for whatever reason, or for any loss of or damage to Products when caused directly or indirectly from any cause or causes beyond the control of Encorp, or the control of its suppliers.

### PENALTY CLAUSE

In no event shall Encorp agree to pay any amount identified as a penalty or as liquidated damages for failure to meet a shipping schedule, unless a separate agreement to that effect is made in writing and signed by an officer of Encorp.

### CANCELLATION

Orders may be terminated by Customer only upon payment of reasonable charges to Encorp. Such charges shall be based upon expenses already incurred and commitments made by Encorp with respect to the manufacture and delivery of the Products covered by such order. Cancellation charges for completed Products shall be 100% of the selling price of such Products.

### WARRANTIES

See attached warranty information.

### PURCHASER’S REMEDIES

See attached warranty information.

### WEIGHTS AND DIMENSIONS

Published weights are careful estimates, but are not guaranteed. The dimensions in catalogs are subject to change without notice and are not to be used for construction purposes.

### RETURNING PRODUCTS

Authorization and shipping instructions for the return of any Product must be obtained by Customer from Encorp sales offices or an authorized Encorp distribution outlet before returning such Product. Customer must provide the serial number listed on the Product to Encorp at the time of such return request. If return of the Product is authorized, Encorp shall provide a Return Material Authorization (“RMA”) number to Customer. The RMA number must be placed on the shipment to Encorp. Please package the Equipment carefully to avoid damage in transit. If a Customer requests authorization to return a Product for its own convenience, such Customer shall be charged for placing such returned Product in salable condition (with a possible restocking charge) and for any outgoing and incoming transportation paid by Encorp. In no event shall Encorp be responsible for any Product returned without proper authorization and identification.

Where any Products are part of a project or a purchasing contract between Encorp and Customer, Encorp reserves the right to limit the return of material from such a project or contract to 10% of the value of such project or contract.

### ORDERS

All orders for Products received by Encorp are subject to acceptance by an authorized representative of Encorp. Orders must be firm commitments giving complete item description (catalog numbers where applicable) including prices, quantity and shipping requirements. Typographical and clerical errors in quotations, orders, and acknowledgements are subject to correction.

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## **PUBLICITY REVIEW**

The Parties will jointly discuss and agree, based on the principles of this Section, on any statement to the public regarding this Agreement or any aspect of this Agreement, and the results of clinical studies conducted hereunder, subject in each case to disclosure otherwise required by law or regulation as determined in good faith by each Party. When a Party elects to make any such statement it will give the other Party at least three days notice to review and comment on such statement. In the event of a public disclosure required by law prior to the end of such three day period, the Party required to make such disclosure, if it legally may, shall give the other Party at least two business days to review and comment on such disclosure. If a Party was

not legally able to give notice under the previous sentence, it will furnish the other Party with a copy of its disclosure as soon as practicable after the making thereof. The terms of this Agreement may also be disclosed by a Party to: (a) government agencies where required by law, (b) third parties with the prior written consent of the other Party, which consent shall not be unreasonably withheld, or (c) lenders, investment bankers, potential investors and other financial institutions solely for purposes of financing the business operations of such Party, so long as such disclosure in (b) and (c) above is made under an agreement of confidentiality at least as restrictive as the confidentiality provisions posted on [www.encorp.com](http://www.encorp.com).

