

DSP Sciences Evaluation / Repair Terms and Conditions

Terms and Conditions Summary

1. Client pre-pay shipping to DSP Sciences.
2. Return shipping from DSP Sciences will be billed to Client.
3. Parts cost(s) will be added to repairs made.
4. The 'Evaluation and First Day Repair Fee' covers labor, minor parts, and lab time for up to one day of an engineer's time to evaluate and, if possible, repair the item. If a unit requires additional components or additional repair time, a quote will be generated after the evaluation is completed. You will have the option at that time to authorize the repair of the item or instruct DSP Sciences to return the unrepaired item to you.
5. All repair-evaluation items should be shipped prepaid to Ship To address at top of quote along with a copy of the Purchase Order and Shipping Manifest.
6. Please include a detailed description of the problem each component is experiencing as well as a technical contact for questions that may arise. Commercial Inquiries may be sent to sean@DSPSciences.com. The lack of detailed information or problem description can be a primary driver of increased repair costs.
7. 9842-PCI A/D cards: In the event a repair is needed for a 9842-PCI A/D device contained in a Piranha-III PC that was returned for repair, the A/D cards and the DAW Chassis repair will be treated as unique, cumulative charges and items.
8. All risk during transit: The risk with respect to any Client-owned article(s) while in transit to or from DSP Sciences is assumed by the Client from the time the goods are handed over to the carrier who issues the documents controlling their disposition, transport, and delivery, until returned to Client's dock.
9. Please assign a unique purchase order number to each major assembly returned for repair.

TERMS AND CONDITIONS

SHIPMENT, RISK OF LOSS AND PACKING

Prices quoted do not include transportation and delivery to and from the specified destination where the order originated. Unless otherwise agreed to in writing by DSP Sciences, Customer will pay all shipping and accessorial charges. DSP Sciences will pack items for return shipment with like packing as was received or better, and will ship in accordance with standard commercial practice(s), generally FedEx Ground. Customer may specify packing or shipping instructions subject to agreement by DSP Sciences. Any additional charges for shipments moving under Customer's instructions will be freight prepaid and added to DSP Sciences' invoice. Title to products and risk of loss and damage will pass to Customer when the item leaves DSP Sciences' repair location shipping dock.

All repair-evaluation items should be shipped prepaid along with a copy of the Purchase Order and Shipping Manifest to Ship To address at top of quote.

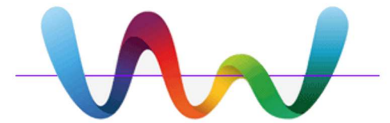
The terms "Client", "you", "your" or "Customer" may be used interchangeably in this document and shall be deemed to be equivalent in meaning.

PURCHASE ORDERS

A unique, billable purchase order is requested for each major assembly that is returned for repair. A 'major assembly' is considered to be each line item identified in the first paragraph of this document. For example, a DataFlex-1000 Control Module and a DataFlex-1000 Analog Module would be considered to be two major assemblies. A major assembly is also considered to be any subcomponent or other PCB component of a major assembly for which DSP Sciences would be required to provide a separate power supply and/or other system component(s) to test and/or repair the unit.

WARRANTY

DSP Sciences warrants that the services provided by its repair personnel shall be competent and any replaced components shall be suitable for the function intended, and no other warranty shall be implied. If any portion of the repair work performed, or any DSP Sciences supplied equipment shall prove to have been defective within ninety (90) days after completion of work by DSP Sciences, DSP Sciences shall, upon prompt written notice from the Customer, as its sole obligation, correct such defective work and repair or replace such equipment which shall in no case exceed the cost of redoing the work or replacing parts supplied by DSP Sciences, and upon the completion of ninety days following return shipment, all such liability shall terminate. Please note that NIST-traceable calibration and certification services are not included in repairs.



DSP Sciences warrants that the repairs made will be free from significant defects in materials and workmanship under normal use for ninety (90) days from when the equipment is shipped for return, as evidenced by a copy of the equipment's shipping invoice from DSP Sciences ("Warranty Period"). In the event that the Customer believes to have discovered any such defect during the applicable Warranty Period, the Customer will contact DSP Sciences and DSP Sciences will provide phone support for the subject item in an attempt to clear any problems. If the problem persists, Customer will receive a return material authorization number for the equipment believed to be defective, freight prepaid, to DSP Sciences during the Warranty Period. If DSP Sciences determines that the returned equipment contains a significant defect in materials or workmanship that had been supplied by DSP Sciences, DSP Sciences shall attempt to repair the defective equipment or refund the repair price of the equipment and return it to the Customer, freight prepaid. Please call or contact DSP Sciences for return authorization before returning any equipment at: 513-850-5481 or sean@DSPsciences.com.

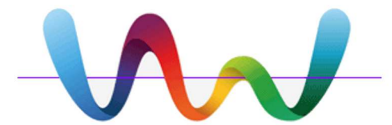
All repaired items are provided "AS IS" without any additional kind of warranty (other than the repair itself), and DSP Sciences expressly disclaims all express or implied warranties, including, but not limited to, the warranty or merchantability or fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusions may not apply. DSP Sciences does not warrant, guarantee, or make any representations regarding the use or the results of these items or any accompanying written materials in terms of their correctness, accuracy, reliability, currentness, or otherwise. The entire risk as to the results and performance of any existing software is assumed by the Customer (unless such software was intended, and agreed, to be modified, created, or otherwise corrected by DSP Sciences.

If, following the evaluation, DSP Sciences determines that the returned equipment is not defective, it will return it to the Customer, freight collect. DSP Sciences shall have no responsibility or obligation with respect to any deficiency resulting from accidents, misuse, or modifications following any repair. DSP Sciences will be responsible solely with respect to any actually-repaired deficiency, provided that the item being returned has not been modified or had additional repairs attempted by others during the repair warranty period. DSP Sciences' limited warranty on equipment is exclusive and in lieu of all other warranties, and DSP Sciences makes no other warranties, expressed or implied.

SUBCONTRACTORS AND SPECIALISTS.

DSP Sciences offers Clients a single source contact by sometimes utilizing other trusted third-party labs and/or specialists that offer specialized repairs, components, capabilities, know-how, and/or calibration services. In the event that such a specialized repair service is required, additional shipping charges may be added by DSP Sciences to the repair invoice, at its cost.

LIABILITY



DSP Sciences, its successors, assigns, subcontractors and suppliers of any tier shall not be liable in contract or in tort (including negligence or strict liability) for any special, indirect, incidental, or consequential damages, including but not limited to damage or loss of adjacent property or equipment, loss of profit or revenue, loss of use of facility or equipment, cost of capital, cost of replacement equipment or claims of any third party. The remedies of the Customer set forth herein are exclusive and the total cumulative liability of DSP Sciences with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or technical direction of installation, repair, maintenance or any equipment covered by or furnished under a contract whether in contract, in tort (including negligence or strict liability), or otherwise, shall not exceed the price set forth herein for the work.

CONFIDENTIALITY

DSP Sciences will employ diligent efforts and exercise a reasonable degree of care to maintain confidential all information furnished it by Customer and identified in writing as confidential. Such degree of care shall at least be as high as the degree of care which it would normally be expected to exercise with respect to its own proprietary information. DSP Sciences, however, shall have the right to use or disclose any such information: (a) which already in its possession at the time or receipt from Customer, (b) which is generally known to the trade, (c) which is contained in any issued patent, publication or other literature from and after the date it becomes available to the public through issuance or publication, or (d) which is received from a third party without restriction. Customer and DSP Sciences may have signed a nondisclosure agreement which shall supplement this Secrecy section and remain effective for the duration of such Agreement.

STANDARD CONDITIONS OR SALE/CHANGES

DSP Sciences hereby expressly objects to any additional and/or different conditions except for any such terms or conditions as may be accepted expressly by it in writing in reference to this agreement.

DELIVERY

Delivery estimates are subject to DSP Sciences' support feasibility at the time Customer's order is received. We attempt to repair items in a first-in, first out order. However, occasionally a Client expresses an urgent need for an emergency repair which, DSP Sciences may attempt to accommodate by moving such an item to the "next-in for repair". This may cause other repairs to be delayed. Notwithstanding the foregoing, DSP Sciences will make reasonable efforts to meet quoted delivery dates. In any event, it is agreed that DSP Sciences, LLC will not be liable for failure to meet any estimated repair date or dates.

EMERGENCY EXPEDITE FEE(S)

If a Client desires that the repair of an item is of such urgency that it be placed 'next in line' (regardless of any other backlog that may exist) an Expedite fee may be paid to place the urgently-needed item 'next in line' for repair. The Expedite Fee (in addition to the above-listed evaluation fee) will be added to, and acknowledged on, the Client's purchase order and/or other written correspondence for or about the repair. The expedite fees required shall be one thousand, two hundred fifty dollars (\$1,250.00) per item returned for expedited repair(s) and are not refundable.

DELAYS

DSP Sciences will not be liable for delays in performance or for non-performance due to unforeseen circumstances or for causes beyond its reasonable control, including delays caused by long lead times to obtain components to complete a repair.

ACKNOWLEDGMENT

Customer acknowledges agreement with the terms of this document. The act of sending any equipment to DSP Sciences repair facilities shall be properly deemed to be evidence of an acceptance of the terms of this Agreement.

BILLING ADDRESS AND PAYMENT

Customer agrees to remit payment to DSP Sciences, LLC within 15 days following receipt of the repaired/returned item.

Direct deposit or wire transfer are the preferred method of payment for repairs. In addition, should those methods not be feasible, paper checks may be sent to Remit To address at top of Quote.