

Symcon Vision, Inc.

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TERMS AND CONDITIONS

All sales quotations and subsequent purchase orders are subject to the following terms and conditions:

1. Taxes. Prices on the specified products are exclusive of all: city, state, federal, foreign sales or excise taxes including any duties and taxes. Wherever applicable, all duties and/or taxes will be added to an invoice to be paid by the Buyer.

2. Terms of payment. Terms of payment are upon credit approval net 30. Payable in USD. All invoices will be dated on the day of shipment. If in Seller's opinion the financial condition of the purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. Please note that you may pay for your order by Visa or MasterCard; however, processing fees instituted by Visa and MasterCard have dramatically increased the cost of accepting credit cards. Please add 3% to all credit card orders. For wire/ACH payments, customers are responsible for all wire transfer fees. Do not deduct fees from payment. Late payments will be charged a 3% interest penalty per 30 days or part thereof.

3. Delivery. All prices are Ex-Works Seller's facilities, Pineville, North Carolina or F.O.B. Seller's facilities, The Netherlands. Method and route of shipment are at Seller's discretion, unless the Buyer supplies explicit instructions. All shipments are made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier. In the event goods arrive damaged or incomplete at Buyers facility. Buyer shall supply proof of damages to Seller by taking pictures of the goods before and after unpacking. Without sufficient proof, Seller will be unable to file a warranty claim with the shipping company and be unable to replace the goods.

4. Delays. Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, if such delay are, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control.

5. Conditions. All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials or parts, and all orders or contracts as well as shipments applicable thereto are subject to Seller's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

6. Materials. Materials furnished by Seller are to be within the limits and of the sizes published by Seller and subject to Seller's standard tolerances for variations.

7. Warranties. As Seller's sole warranty, Seller warrants that the goods meet the description contained herein. Seller agrees to replace or, at its option, to repair any goods or parts thereof which are found defective in material or workmanship within 30 days from date of delivery. Seller's obligation with respect to such goods or parts shall be limited to replacement or repair F.O.B. Pineville, North Carolina, and in no event shall Seller be liable for consequential or special damages, or for transportation or other expenses, which may arise in connection with such goods or parts. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS. AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SELLER.

8. Controlling Provisions. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. Seller makes no representations or warranties concerning this order except as those which are expressly contained herein, and this order may not be changed or modified orally. This is not a firmoffer.

9. Arbitration. Any controversy or claim arising out of or relating to this quotation or to an order or the

performance or breach thereof shall be settled by arbitration in Charlotte, North Carolina in accordance with the rules and procedure then obtaining of the American Arbitration Association.

10. **Purchase order.** If this quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing.

11. **Acceptance.** This is not a firm offer and may be changed or revoked at any time. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms shall be deemed a rejection and a counteroffer.

12. Final Purchase Agreement. All purchases are considered final after 90 days. If a tool breaks, the return policy requires that broken tools must be returned to us within 90 days for a full refund. Refunds will be issued once the tool is returned to Symcon Vision, Inc. Additionally, any issues with shipping, handling, etc. must be addressed within 30 days of shipment. We will not be responsible for any damage of lost packages or shipments shipped to the wrong address after 30 days.

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