

AGS Scientific, Inc. Terms and Conditions of Sale

ACCEPTANCE

Buyer's acceptance of the offer to purchase the products and/or services offered by AGS Scientific, Inc. ("AGS") shall create a contract subject to and expressly limited by the terms and conditions as stated herein. Any additional or different terms which may be proposed by the Buyer are not binding upon AGS unless specifically agreed to in writing by both parties, and AGS hereby objects hereto.

ENTIRE AGREEMENT

These terms and conditions constitute the entire Agreement between the Buyer and AGS and supersede all prior offers, exceptions and understandings, oral or written, and any course of prior dealings or usage of the trade not incorporated herein shall not be binding on either Party. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of AGS Scientific, Inc.

TAXES AND PAYMENT

Any tax, duty, custom, or other fee of any nature imposed upon the transaction between the Buyer and AGS by any federal, state, or local government authority shall be paid by the Buyer in addition to the price quoted and/or invoiced by AGS. In the event that AGS is required to prepay or collect any such tax, Buyer must reimburse AGS (as included in invoice). Payment terms shall be Net Thirty (30) Days after the date of shipment as noted on the invoice. An interest charge of 2% per month (24% per year) may be applied to any outstanding amounts that are past due. AGS may also require prepayment from any Buyer at our discretion and may refuse to sell to any Buyer with past due accounts.

INSPECTION, ACCEPTANCE, AND TERMINATION

Buyer shall have the duty to inspect the shipment for non-conformity. If AGS does not receive notice of non-conformity within ten (10) days of receipt of the shipment by Buyer, Buyer shall be deemed to have accepted the shipment. No return for credit will be allowed unless approved in advance by AGS and the returned Products are clearly marked as a return shipment. Buyer will be responsible for all transportation costs incurred in returning Products for credit. All Products returned must be in their original state, including their original packaging, and shall not be damaged in any manner due to shipping and handling. In the event Buyer does not inspect shipment within the specified time and AGS authorizes Buyer to return any Product for credit after delivery, Buyer may be subject to a restocking charge of up to twenty-five percent (25%) of the purchase price of the Products returned.

DELIVERY AND SHIPMENT

Delivery terms shall be FOB AGS shipping point. Title and risk of loss immediately passes to the Buyer upon departure from the AGS shipping point. All shipment costs shall be paid by the Buyer, and if AGS has to prepay any such costs, the Buyer shall reimburse AGS in full (as included in invoice). AGS accepts no liability for any losses, or for general, indirect, special, or consequential damages arising out of any delays in delivery.

THE AGS SCIENTIFIC GUARANTEE

We, AGS Scientific, guarantee that any product that we sell will meet or exceed the requirements of your application, or we offer a refund of 110% of the purchase price. Requirements that are to be included in this guarantee must have been discussed and agreed upon by both parties in writing prior to purchase of the product. This is usually included in our initial communications with clients. Failure to comply with requirements must be proven within 60 days of installation date. All returns or refunds must be confirmed by an authorized AGS Scientific agent prior to beginning the process.

MODIFICATIONS OF TERMS

These terms and conditions are subject to change at any time without notice.