

STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "purchase") from Accurate Transformers, LLC dba Probe-TEC, or any of its subsidiaries or affiliates ("Probe-TEC") or a Probe-TEC authorized reseller ("Reseller"), unless you enter into a separate written agreement with Probe-TEC. **THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY PROBE-TEC IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER PROBE-TEC'S REFUND POLICY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 8 BELOW.**

1. Payment Terms. Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes associated with your order. Probe-TEC may change prices without notice to you before Probe-TEC enters your order and may modify and substitute products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when product is shipped unless Probe-TEC has extended credit to you. Amounts not paid when due bear interest at the rate of 1.5% per month (18% per annum) or the highest rate allowed under applicable law, whichever is lower. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from Probe-TEC, except that Probe-TEC may, at the request of your lender, withhold technical and warranty support and other services from you.

2. Shipping and Title. Probe-TEC will arrange to ship products to you. Title to products passes to you when Probe-TEC delivers them to the shipper and risk of loss passes to you when the shipper delivers products to the address you designate. Title to software remains with the licensor of the software. Your use of software is subject to license agreements applicable to the software. You must notify Probe-TEC of damaged or missing items from your order within 30 days after you receive your product.

3. Return Policy. You may return products and cancel unused services within 30 days after you receive your product or are invoiced for services. To return products and cancel services you must follow Probe-TEC's return procedures. Probe-TEC will refund the original purchase price of products, unperformed services and related sales taxes. SHIPPING & HANDLING FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL PROBE-TEC RECEIVES THEM. YOU WILL BE CHARGED SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS. Returned products must be in the same condition as you received them. You must return all software with the product to obtain a refund for the product, and you may only return software if you choose to return the product. You may return software only if the package has not been opened. THIS RETURN POLICY IS NOT A WARRANTY.

4. Technical Support. Probe-TEC will provide technical support for products at no additional charge for 30 days from the date of shipment or invoice or, if longer, the period stated in your service package. The scope of technical support consists of helping you install the application software and drivers and to configure the product or software. Technical support for issues beyond the scope of this basic technical support may be available under other service packages. Probe-TEC provides technical support via on-line, telephone and other methods. Probe-TEC may change the means through which it provides technical support at any time. **Probe-TEC does not guarantee that software will be free from errors, either in isolation or in combination with hardware.**

5. Warranty. See Probe-TEC/Accurate Transformers LLC One (1) Year Limited Warranty.

6. Services and Support Warranty. The terms of services and support provided to you by Probe-TEC consist of this Agreement and the additional terms stated in separate services descriptions provided by Probe-TEC. For a period of 30 days after services are performed, Probe-TEC warrants that services provided by it will be performed in a professional and workmanlike manner. You should back up all files before services are performed. **PROBE-TEC IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**

7. Disclaimer of Warranties; Limitation of Liability. EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, PROBE-TEC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. PROBE-TEC'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR PROBE-TEC IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. Dispute Resolution. You and Probe-TEC agree that any Dispute between You and Probe-TEC will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and Probe-TEC will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Probe-TEC. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your location by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with Probe-TEC, Probe-TEC will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration

proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision.

You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from Probe-TEC, or (iii) any other dispute arising out of or relating to the relationship between You and Probe-TEC; the term "Probe-TEC" means Probe-TEC, Inc, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by Probe-TEC; and the term "You" means you, or those in privity with you, such as associates, successors, or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

9. General. You may not assign this Agreement without Probe-TEC's written consent. Probe-TEC and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Probe-TEC, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Probe-TEC. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Probe-TEC. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of Indiana, without giving effect to conflicts of law rules.

Privacy Notice. Probe-TEC respects our customers' right to privacy and will take all appropriate steps to keep your personal information confidential. You can review Probe-TEC's Privacy Policy on our web site. The Privacy Policy also explains how you can update your information and elect not to receive email marketing solicitations from Probe-TEC. In addition, Probe-TEC obtains customer information from other companies that provide products and services to our customers. By purchasing, registering for or using other companies' products and services that are distributed by Probe-TEC, you agree that these companies may transfer your customer information to Probe-TEC. Probe-TEC will maintain and use your customer information in accordance with its Privacy Policy.

For Residents of Canada: 1. This Agreement is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement. 2. **Shipping and Title:** Shipping and Title You must comply with all applicable export laws and regulations of Canada, the United States and other relevant countries if you export the Product outside Canada. 3. **Return Policy:** Probe-TEC does not accept for return any products purchased from a reseller. To return products to Probe-TEC, contact Probe-TEC Tech Support and follow the instructions you receive. In all cases, Probe-TEC will not be responsible for any shipping and handling charges to and from Probe-TEC, or paying or refunding customs fees or taxes that may be due. 4. **Language:** You confirm your request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language. Vous reconnaissez avoir requis que la présente convention ainsi que tous les documents qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise.

For Residents of Mexico: 1. **Shipping and Title.** You must comply with all applicable export laws and regulations of Mexico, the United States and other relevant countries if you export the Product outside Mexico. 2. **Return Policy.** Probe-TEC does not accept for return any products purchased from a reseller. To return products to Probe-TEC, contact Probe-TEC Tech Support and follow the instructions you receive. To return a product purchased directly from Probe-TEC in the United States, contact Probe-TEC International Support in the United States and follow the instructions you receive. In all cases, Probe-TEC will not be responsible for any shipping and handling charges to and from Probe-TEC, or paying or refunding customs fees, taxes, or VAT that may be due.

For All International Customers: The standard warranty stated above also applies to Probe-TEC products shipped to a country outside the United States, provided that customers outside the United States and Canada are responsible for paying all freight charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to the Probe-TEC. All international customers are responsible for all customs duties, VAT and other associated taxes and charges. Please send correspondence about this Agreement to: **Probe-TEC a Division of Accurate Transformers, LLC, Attn: Warranty Services; 2139 Klondike Rd, W Lafayette, IN**

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