

Orders can be placed via phone, fax, post, or e-mail. Please include Customer's shipping and billing addresses, phone and fax numbers, and e-mail, and all applicable New Objective part numbers. Confirmation will be provided within five (5) business days of order receipt. Please review this confirmation closely, as products returned due to errors in ordering may be subject to a 15% restocking and shipping charge.

## PRICES

All prices are in U.S. Dollars. Prices do not include applicable sales tax, shipping, or handling. New Objective, Inc., reserves the right to change product specifications and prices at any time without notice and without any liability for such changes.

## CUSTOM AND OEM ORDERS

New Objective can fabricate a variety of fused-silica and glass components for electrospray and other applications in analytical chemistry. OEM and bulk order discounts are available. Custom orders cannot be returned other than for warranty issues. Custom orders placed may not be cancelled unless done so within twenty-four (24) hours of placing the order.

## SHIPPING

Our standard shipping is via Federal Express. Actual shipping charges apply for all shipments fully within the United States. International shipments outside the United States may be subject to a shipping and handling charge.

## PAYMENT TERMS

For Customers with established credit, New Objective's terms are net thirty (30) calendar days from shipment date. Payments made by International electronic wire transfer may be assessed a \$30 fee to cover bank charges. We accept the following credit cards: VISA or Mastercard.

## WARRANTY & DISCLAIMERS

- A. **Limited Warranty:** New Objective warrants that all products furnished to Customer shall be free of defects in materials and workmanship for a period of ninety (90) calendar days from the date of shipment. Any product believed to be defective within the meaning of the foregoing sentence shall be returned to New Objective, and if found to be defective by New Objective, shall be replaced with conforming product of like kind. Replacements shall be shipped to Customer or end-user, as the case may be, at New Objective's expense. New Objective shall have no other liability or obligation with respect to products alleged to be defective. The foregoing shall constitute the sole and exclusive remedy, and New Objective's total liability for any and all losses and damages arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort, or otherwise) shall in no event exceed the purchase price of the product in respect of which such cause arose. To the extent that the Customer's order includes third party products, the Customer may be subject to all warranties, if any, provided by such third party. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE PRODUCTS ARE OFFERED "AS IS" AND WITH "ALL FAULTS." New Objective disclaims, and

shall not be liable for in any event, loss of profits, consequential or incidental damages, or punitive or exemplary damages relating to any product or item furnished hereunder, or for any replacement costs associated therewith. The foregoing limited warranty (i) shall be void as to any item of product which is in any material respect altered by Customer or any end-user, and (ii) does not cover misuse of the product (including, but not limited to dropping or other mishandling, improper trimming, damage caused by application of excessive temperature, pressure or voltage) or product failure by reason of clogging.

- B. **Limited Patent Infringement Warranty:** New Objective warrants that all products manufactured by New Objective and New Objective's process for manufacture thereof do not infringe any United States third party patent; provided, notwithstanding, Customer and/or end-user will be solely responsible for ensuring that its use of any product sold by New Objective in any device or in any manner does not infringe any applicable patent of any third party, and Customer agrees that New Objective is not responsible in any way for damages alleging or arising from any intellectual property infringement related to use of the products.
- C. The product warranties contained herein do not apply to the extent that the damage resulted from modifications made by the Customer and/or end-user, or resulted from, or was alleged to have occurred during, the sale and/or reshipment of the products between Customer and any end-user (if Customer is a distributor). The warranties stated above are the only warranties applicable to products furnished by New Objective to Customer. To the fullest extent permissible by law, all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed.

## RELEASE AND LIMITATION OF LIABILITY

Customer agrees that New Objective is not liable for any injuries or damages of any kind associated in any way with this agreement and/or the sale of product hereunder, including without limitation, any damages arising from use of the products sold. Customer agrees to indemnify and hold harmless New Objective and its officers, directors, employees, agents, and shareholders against any and all claims, liabilities, obligations, demands, cost and expenses of every kind and nature, including but not limited to attorney's fees and litigation expenses, from or related to this agreement, the products sold, and the Customer's and/or end-users' use thereof.

CUSTOMER AGREES THAT CUSTOMER IS RELEASING NEW OBJECTIVE FROM ANY LIABILITY THAT IT MAY OTHERWISE HAVE TO CUSTOMER IN RELATION TO OR ARISING FROM THIS AGREEMENT OR THE PRODUCTS, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF THE PRODUCTS, NEGLIGENCE, OR ANY OTHER TORT. TO THE EXTENT THAT APPLICABLE LAW RESTRICTS THIS RELEASE OF LIABILITY, CUSTOMER AGREES THAT NEW OBJECTIVE IS ONLY LIABLE TO CUSTOMER FOR THE MINIMUM AMOUNT OF DAMAGES THAT THE LAW RESTRICTS NEW OBJECTIVE'S LIABILITY TO, IF SUCH A MINIMUM EXISTS.

## PRODUCT RETURNS

All returns must receive prior authorization and be labeled with a valid Return Merchandise Authorization (RMA) number. Please contact New Objective to receive an RMA number

prior to returning any merchandise. Unauthorized returns will be refused and returned to sender.

For incorrectly ordered items, merchandise must be returned within thirty (30) calendar days in unopened, like-new, 100% saleable condition and in original manufacturer's packaging. Product that is returned will be inspected and a credit will be issued. Product returns may be subject to a 15% restocking and shipping charge. If returned merchandise is not in resaleable condition or is beyond the thirty (30) day return period, no credit will be issued and the merchandise will be returned to customer.

DO NOT DISCARD PRODUCT THAT HAS FAILED. If Customer experiences difficulties or suspects that it has received defective product, Customer must return suspected product within thirty (30) calendar days of receipt, to New Objective for inspection before warranty replacement can be made. A detailed report will be provided to the Customer with information regarding replacement, should it be determined by New Objective that the product was defective. New Objective inspects each and every product (including each emitter) thoroughly before being shipped, both manually as well as using sophisticated video measuring devices. Clogged and/or broken emitters are not considered to be manufacturing defects.

All damage and shortage claims related to shipment from New Objective to Customer should be made within three (3) business days of delivery. If damaged upon arrival, Customer has the right to refuse the order. Call New Objective at 1-781-933-9560 to report damages and obtain a return authorization number. Customer agrees that New Objective is not responsible in any way for damage and shortage claims arising from the reshipment of the products between Customer and any end-user (if Customer is a distributor).

## TRADEMARKS

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New Objective™, GlassTip™, SilicaTip™, TaperTip™, FlowChip™, PicoClear™, V-Spray™, Solutions for Life™, IntegraFrit™, SmartSpray™, DigitalPicoView™, PicoView™, PicoFuze™, PicoFrit Performance™, PicoFrit®, PicoTip®, PicoTip Powered® and PicoChip® are trademarks or registered trademarks of New Objective, Inc. All other trademarks are the property of their respective owners.