



Integris Terms and Conditions of Sale

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Change History

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1) Purpose, Scope, and Users

The Purpose of this document is to define the terms and conditions of Integris sales.

The scope of this document is applied to the entire range of Integris products.

Users of this document are all employees of Integris, as well as all external parties and clients of Integris that are provided products and/or services.

2) Reference Documents

- Nonapplicable

3) Terms and Conditions of Sale

a) Application

These terms and conditions govern the sale of goods by Integris (the “Seller,” hereinafter referred to as “Integris”) and the Purchaser. For certain products, Integris is acting as a distributor of goods manufactured by a third- party Manufacturer.



b) Price of Goods

Integris will provide notice in the event a quoted price changes during the effective period of a quote. Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within 15 days after the quote delivery date. Acceptance of any order sent to Integris by the Purchaser is entirely at the discretion of Integris. Tax is not included in quotes and will be calculated at invoicing.

c) Delivery

Delivery dates are given to the best of the knowledge of Integris based on its knowledge of the conditions existing at the time of sale. Integris will do its best to ship within its quoted delivery estimate, but failure to make shipment as scheduled inside of four (4) weeks does not constitute a cause for cancellation, does not constitute a breach of contract and/or does not entitle the Purchaser to damages of any kind. Delivery postponement outside of four (4) weeks will be managed on a case-by-case basis between Purchaser and Integris. The delivery of this order is contingent on the ability of Integris to obtain supplies and raw materials or finished products from a third-party manufacturer. Integris is not responsible for delays for reasons beyond its control (i.e., fires, strikes, delays of carriers, acts of God, etc.). Based upon and subject to availability of supplies and raw materials, Integris shall deliver all the goods at one time or in installments from time to time within the time of delivery herein stated, provided that total time of delivery shall not exceed 12 months. For installment deliveries, Integris reserves the right, at Integris' option, to invoice the total amount up front; otherwise, Integris shall prepare an invoice showing the current list price of goods shipped at the time of each shipment, and the Purchaser shall pay the amount of the invoice at the time of delivery. If the Purchaser chooses delivery in installments, then the delivery of nonconforming goods, or a default of any nature, in relation to one or more installments not substantially impairing the value of this contract as a whole, Integris reserves the right to invoice the total amount up front and will not constitute a total breach of the contract as a whole.

d) Payment Terms

Shipments and deliveries shall be subject to approval of Integris' Credit Department. Integris reserves the right, prior to making any shipment, to require from the Purchaser a 50% deposit on orders over \$5000. If the Purchaser fails to furnish satisfactory security or information on which to base credit, and/or the Purchaser's account is in arrears, Integris may defer shipment, or may, at its option cancel the shipment of products. Terms of payment, if any, are effective from the date of invoice. Finance options are subject to credit approval.



e) Shipping

Goods damaged in transit should be noted on the freight bill by the delivering carrier. All claims for goods damaged in transit shall be made against the delivering carrier through the Integris shipper account. Shipping costs are not included on quotes and will be calculated at the time of invoicing unless otherwise specified.

f) Cancellation Policy

Purchaser shall pay for any and all unrecoverable cost(s) resulting from the cancellation of any order is considered (i) shipping costs paid by Integris for shipment of the goods to the customer, and (ii) the cost of any goods custom made for customer that cannot be placed in Integris' inventory for resale. If the Purchaser cancels a portion of an order without cause, Integris reserves the right to back bill the Purchaser to account for any differences in quantity discounts.

g) Acceptance of Goods

The Purchaser shall inspect the goods within ten (10) business days upon delivery. Failure to inspect within ten (10) business days after delivery shall constitute a waiver of the Purchaser's rights of inspection and rejection and shall be equivalent to acceptance of the goods. Purchaser agrees to pay all costs of inspection. If upon inspection goods are rejected as nonconforming or for any other reason, Purchaser shall notify Integris of rejection within ten (10) business days of delivery.

h) Return of Goods

Integris will accept return of unused and unmodified standard goods within 30 days of delivery and refund the price paid less (i) any NIST testing charges , if applicable, and (ii) up to a thirty percent (30%) restocking charge . Acceptance of returns after 30 days shall be at Integris' sole discretion. If accepted, such returns will be for merchandise credit only and shall be subject to any NIST testing charges and a thirty percent (30%) restocking fee. Product returns require a Integris issued RMA number which is to be clearly marked on the exterior of the return package. Products must be returned in the original unopened packaging, clean and free of toxins, and in their original testable format. Purchaser is responsible for all return shipping charges.

i) Defective Goods

Return of a defective product under warranty requires a Integris issued RMA number and proof that the Purchaser is the original purchaser of the product directly from Integris. Any warranty is void if products have been damaged by the Purchaser as a result of improper maintenance, abuse, misuse, mishandling, misapplication, error or negligence of Purchaser, or if there has been an unauthorized alteration, attachment or modification.



j) Warranties

There are no warranties beyond the expressed warranty offered with the sale of each particular product. For products where Integris is acting as a distributor, Integris hereby assigns and will deliver any/all documents that are required to transfer to Purchaser any transferrable deliver whatever documents are required to transfer to purchaser any transferable warranties or indemnities that the manufacturer of the product provides to Integris in such cases where Integris is acting as a distributor, no additional warranties are given or implied beyond the manufacturer's warranty, if any. In no event shall Integris be liable for loss of profits or indirect, consequential, incidental, special or other similar damages arising out of any breach of this contract or obligations under this contract, including breach of warranty, negligence, strict liability, or any other legal theory.

k) Limitation of Liability

The Purchaser's sole remedy and the limit of Integris' liability for any loss whatsoever shall not exceed the Purchaser's price of the product(s) and other fees paid by the Purchaser to Integris in connection with the purchase and installation of the product and/or goods. The determination of suitability of products to the specific needs of the Purchaser is solely the Purchaser's responsibility. There are no warranties beyond the expressed warranty offered with the sale of each particular product. Except as specifically provided in this document, there are no other warranties express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. No information or advice given by Integris, its agents or employees shall create a warranty or in any way increase the scope of the expressed warranty offered with the sale of each particular product.

l) Customized Products

Integris requires prepayment on custom orders or orders that do not conform to Integris' Resale Standards List and are non-refundable. Claims by Purchaser of nonconformance to specification must be made to Integris within ten (10) business days of delivery. Failure to inspect and make a claim within ten (10) business days of delivery constitutes acceptance of the goods. Orders to Purchaser's specifications are executed only on the agreement that the Purchaser shall indemnify Integris and hold it harmless for any loss, cost or damages of any nature resulting or arising from any infringement of patents or any alleged infringement of patents or infringement of any other intellectual property rights.



4) Validity and Document Management

This document is valid as of 20220207.

Approval Flow

Any/all additions or change to version, will be authored by the VP of Compliance and approved by the Integrus CTO.

Date	Version	Reviewed by	Approved By	Approval Date	Notes
20211202	01	VP of Compliance	Integrus CTO	20220207	Published