



TERMS AND CONDITIONS OF SALE:

CLT, Inc. d/b/a Carolina Laser Technology. (Hereafter referred to as seller) offers to sell the goods, products or services described herein on the terms and conditions of sale hereof. The terms and conditions stated herein constitute a binding agreement of Buyer and Seller upon Buyer's acceptance of this counter-offer. Buyer's acceptance shall occur upon the earlier of (i) receipt by Seller of the acknowledgment copy hereof signed by Buyer or (ii) Buyer's acceptance of delivery of the goods. If any different additional or conflicting terms appear in Buyer's acceptance, a binding agreement will result upon Seller's terms and conditions stated herein. Seller may revoke this counter-offer at any time prior to acceptance. Seller hereby rejects all terms and conditions stated in Buyer's purchase order or contract. Neither Seller's commencement of performance nor its delivery of products hereunder shall be deemed or construed as an acceptance of any additional, different or conflicting terms or conditions of Buyer. These terms and conditions shall not be amended, altered or changed except by written agreement signed by both Buyer and Seller.

2. PRICES: Prices shall be as stated on invoice. Seller accepts Buyer's purchase order or as specified on an authorized quotation in force at the time order is placed. Prices are exclusive of all federal, state, municipal, or other government sales, excise, use or like taxes now in force or imposed in the future. Such taxes applied directly to the sale hereunder shall be paid by the Buyer or in lieu thereof, Buyer shall provide Seller a tax exemption certificate acceptance to the taxing authorities. Prices do not include transportation, rigging, insurance charges, duties, customs charges, or other costs associated with delivery of equipment to the destination(s) specified by Buyer, all of which shall be paid by Buyer, or if paid by Seller, shall be promptly reimbursed by Buyer to Seller. If special packaging or handling is requested, Buyer shall pay the increase in cost over that for standard packing material and procedures.

3. PAYMENT: The seller offers Net Terms, most major credit cards, check, or COD as form of payment. If buyer chooses to pay with credit card, you may do so with no fees at the time of purchase. A credit card can be used for open Net Term balances with a processing fee of 5% of the invoice total. The terms of payment shall be as stated on invoice. A finance charge on overdue accounts will be imposed at one and one half percent (1½%) per month, 18% annum, or the maximum legal interest rate per month on the account of the unpaid balance from the date of invoice to the date of payment. In case of partial shipment, prorate payments shall be made for each shipment. Seller may also charge Buyer any costs we pay to a collection agency to collect unpaid balances. Buyer may be charged additional fees for certain methods of payment. Seller will charge \$30.00 or up to the highest amount permitted by law, for returned checks or other payments paid from buyer and denied for any reason by a financial institution. Acceptance of payments (even if marked 'paid in full') does not waive our right to collect all amounts that you owe us. Seller reserves the right to change the credit terms herein when, in the Seller's opinion, the financial condition of or previous payment record of the Buyer so warrants. If at any time Seller requests written assurance with respect to Buyer's financial condition, Buyer shall deliver the same to Seller, in form and substance satisfactory to Seller, within ten (10) business days after receipt of Seller's request. If Buyer fails to deliver such assurance, Seller may suspend delivery until receipt of such assurance.

4. ONCE A MONTH BILLING: In addition to Net Terms seller offers itemized once a month invoicing to approved buyers'. If buyer opts for "Once A Month Billing" no other payment options will be available and the following terms apply. This consists of a consolidation of all items purchased within a billing cycle of no more than 30 days. The invoice will only offer net terms of 30 days with no financing fees. The buyer agrees to pay a late fee if payment is not paid by the Payment Due Date. The amount of the late fee is either \$75.00 or 9.00% of the current balance whichever is greater.

5. SECURITY INTEREST: Seller retains a purchase money security interest in all equipment sold and the proceeds thereof until payment in full is received by Seller. Failure to pay the purchase price of equipment when due shall give Seller the right to repossess the equipment and to avail itself of any other legal remedy. Buyer agrees to execute appropriate financing statements upon request by Seller and to pay all expenses for recording thereof.

6. APPLICABLE LAW: This agreement and all purchases hereunder are made in, governed by, and shall be construed in accordance with the laws of the State of South Carolina.

7. WARRANTY: NEW EQUIPMENT: Standard manufacturer's warranty, solely as provided by the manufacturer. SPARE PARTS, REPAIRS, USED EQUIPMENT:

Unless otherwise stated on our invoice, CLT, Inc. d/b/a Carolina Laser Technology warrants that USED/REFURBISHED equipment

will be free from operational defects for a period of 90 days from delivery date. SPARE parts and part repair warranty is 30 days from service date. For repairs and service calls, there is a 30-day warranty on parts and labor for the actual parts repaired or replaced. During that time, CLT, Inc. d/b/a Carolina Laser Technology will (at our option) repair or replace any defective equipment repaired by us. CLT, Inc. d/b/a Carolina Laser Technology is not responsible for any charges or remedy beyond repair or replacement of defective merchandise, or refund of the purchase price. USED EQUIPMENT MAY HAVE COSMETIC DEFECTS that do not affect the operational use of the product. These cosmetic defects are not covered by this warranty. Above warranties do not apply to products damaged by lightning storms, water damage, power problems, or which have been neglected, abused, altered or had repairs attempted without our authorization, or products used for a purpose other than intended by the manufacturer, or contrary to their instructions.

Other than stated above, CLT, Inc. d/b/a Carolina Laser Technology makes no other warranty, expressed or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed. CLT, Inc. d/b/a Carolina Laser Technology shall not be liable for incidental, indirect, special, punitive or consequential damages, including without limitation, damages for loss of property or equipment, loss of revenue or profits, loss of data or use, costs of capital or claims of Buyer's customers. CLT, Inc. d/b/a Carolina Laser Technology's liability under or for breach of this agreement shall be limited to an amount equal to the purchase price paid by Buyer for products or services furnished hereunder. BUYER IS RESPONSIBLE FOR ALL FREIGHT CHARGES INCURRED FOR WARRANTY ITEMS. CLT, Inc. d/b/a Carolina Laser Technology WILL NOT PAY FOR ANY REPAIRS PERFORMED BY A THIRD PARTY WITHOUT OUR WRITTEN CONSENT.

Please also review our RETURN POLICY page.

8. RETURNS: Returned goods must be unaltered and in resalable condition in the original packaging. Buyer must call to obtain a Return Material Authorization (RMA) number. All returns must be made within 30 days and accompanied by an RMA number, or they will not be accepted. RETURNED MERCHANDISE IS SUBJECT TO OUR CURRENT RESTOCKING CHARGE. Special Order items may not be returnable. Please see the RETURN POLICY below.

All items are guaranteed 100% against manufacturing defects.

In the event of a defective OEM, or Special order item, the buyer has 30 days from the date of purchase to return the item for exchange. In the event of a defective CLT, Inc. compatible cartridge the buyer has 1 Year from the date of purchase to return the item for exchange. This is an exchange only warranty. No refunds or credits will be issued.

Any non-defective item may be returned within 30 Days in original condition with a 20% restocking fee, and is non-refundable after 30 days.

9. ACCEPTANCE BY BUYER - ENTIRE AGREEMENT: The terms and conditions as set forth herein shall constitute the entire agreement between Seller and Buyer. Acceptance by Buyer of these terms may be made either by written acceptance or by receipt by Buyer of shipment of any products described on the invoice document and failure by Buyer to return the same within five (5) days following delivery of such products as herein provided. This contract shall not be modified, supplemented, qualified, or interpreted by and trade usage or prior course of dealing not made a part of the contract by its express terms. The failure by Seller to enforce at any time any of the provisions of this contract, or to exercise any election or option provided herein, shall in no way be construed as a waiver of such provisions or options, nor in any way affect the validity of this agreement or any part thereof, or the right of Seller thereafter to enforce each and every such provision. Buyer hereby acknowledges that he has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

10. CATEGORIES OF EQUIPMENT: NEW: Brand new equipment, full manufacturer's warranty. REFURBISHED: Usually Used equipment that has been inspected, and tested by CLT, Inc., or directly by the manufacturer or their agent. Any parts of the equipment which are deemed to be defective or worn, aged or otherwise unsuitable for proper operation may, at our discretion, be repaired or replaced to improve the operation, quality, reliability or visual appearance of said equipment. Equipment which is represented as refurbished is generally suitable for normal operation. Refurbished equipment is not to be confused with REMANUFACTURED or REBUILT equipment, or any related implications thereof. Equipment sold as refurbished has a 90-day CLT, Inc. d/b/a Carolina Laser Technology warranty except where explicitly noted in a sales agreement or on our invoice. USED: Equipment that has been previously owned and used. Except where otherwise stated, this equipment is tested (but not refurbished) and deemed suitable for normal operation by CLT, Inc. d/b/a Carolina Laser Technology. Used equipment is guaranteed to be fully functional, although some items may have cosmetic defects as would be expected on used equipment, and covered by a 30-day CLT, Inc. d/b/a Carolina Laser Technology warranty, unless explicitly stated otherwise.