

RESELLER TERMS AND CONDITIONS - Effective August 15, 2010

The placement of orders by Reseller to ESD Systems will constitute agreement by Reseller to the following TERMS AND CONDITIONS.

PRICING: Current Reseller pricing is available on our web site. Log In using your existing customer number. The prices in the [ESD Systems.com Online Catalog](#) supersede all previous prices and may change without notice. Online orders qualify for Internet Pricing. Hard-copy orders may be placed at "Regular Price" as shown on our web site. All prices are Net and are subject to the following terms:

ORDERING OPTIONS: You may order online or submit a hard-copy Purchase Order:

1. Online Ordering:

The most accurate and fastest method to process your order is to place it online through our [web site](#). The benefits of ordering online include:

- No minimum order amount for online orders
- You receive special Internet pricing
- Your order is expedited directly to shipping - No delays because of discrepancies. Online orders are prioritized and will be processed first and we will endeavor to ship in-stock items within 24 hours of the time received. (On average on-line orders are processed and shipped 1 business day faster than paper orders)
- Error Free – You place your order correctly the first time – no keying errors on our side.
- Use a Purchase Order or Credit Card.
- Order can be shipped Prepay & Add or Collect.
- Drop-ship directly to end-user with no drop-ship charges
- Order using real-time pricing and availability on any item - anytime.
- Check order status online and access your order history.

2. Hard Copy Orders:

If you are not able to place your order online, we will accept your hard-copy Purchase Order form via EMAIL Service@ESDSystems.com or FAX (508)-480-0257. If you do not have a Purchase Order form, just let us know and we will email you one that you can fill out and return back to us. Reseller orders must either be placed online or hard copy through email or fax.

MEET COMPS & PROMO CODE:

In order to receive the special pricing quoted, the Meet Comp or Promo Code number must be referenced on the purchase order or entered for online ordering. Credit will NOT be issued if the Meet Comp or Promo Code number is not referenced on the purchase order or on online ordering.

SPECIAL MANUFACTURED ITEMS are available on a per-order basis only. Contact customer service for applicable minimum quantity and order amount. First article approval is required. Actual quantity shipped and invoiced may be +/- 10%. Special manufactured items are not returnable for credit.

SHIPPING CHARGES: Shipments are FOB Factory. Customer is therefore responsible for both shipping charges and damage to goods in transit. Freight charges are based on weight AND volume. NOTE: Request to ship UPS 1st, 2nd, or 3rd day is a method of shipment and does not imply any expediting of order processing by ESD Systems. Orders will normally be shipped UPS Ground and the cost of freight will be added to each invoice unless otherwise specified. Pre paid and added freight charges are estimated for online orders. NOTE: The estimated shipping costs do not necessarily represent the carrier's published rates and may include additional charges levied by the merchant. Items too large or too heavy for UPS delivery are shipped by truck.

MULTIPLE SHIPPING POINTS: ESD Systems products are manufactured in various locations. Shipping points may vary and may change without prior notice.

INSURING YOUR SHIPMENT: Reseller is responsible for shipment once it leaves the F.O.B. point. We recommend that you insure all shipments, especially those with fragile items such as rigid mats (Micastat), liquids (cleaners, floor care, and paint products), and electronic equipment. ESD Systems.com will not issue credit for damaged shipments that are not insured. The cost to insure a shipment is minimal. Call customer service for additional information. ***The buyer is responsible for uninsured lost or damaged shipments.***

DAMAGE CLAIMS: ESD Systems will not issue credit, or take responsibility for merchandise lost or damaged by the carrier, unless insurance is requested at the time of order. Such insurance is the responsibility of Customer and will be included with freight cost on the invoice. Customer holds title to the goods once ESD Systems has delivered them to the carrier, and is therefore responsible for settling all damage or loss claims with carriers. ESD Systems will assist Customer in any reasonable manner to establish damage claims with common carriers.

SHORT SHIPMENT & PRICING CLAIMS: All claims pertaining to invoices (including short shipments, pricing discrepancies, freight charges, etc.) must be made in writing within 15 days of the invoice date. Claims must include copy of original PO, PO number, invoice number, and invoice date. All claims must be approved by ESD Systems.

PAYMENT TERMS: Cash-with order, MasterCard/Visa/Discover/American Express are accepted. Open accounts are set up upon verification of credit. Open account terms are Net 30. Checks must be payable through a US bank in US dollars. Payments by wire transfer are subject to a \$15 bank service charge. Credit card payments will be charged on invoice date. Payments made by credit card will not qualify for early payment discounts. Credit card payments accepted after date of invoice are subject to a 5% service charge.

MINIMUM ORDER: No minimum order for Online orders. There is a \$100.00 minimum requirement for hard-copy orders (email/fax). A \$10.00 service fee will be added to hard-copy orders under \$100.00.

SAME DAY GUARANTEED SHIPMENT SERVICE: Most shipments for online orders will be made within 24 hours of receiving your order for items in stock. If an item is out of stock you will be advised of the anticipated shipping date. If you need guaranteed shipment the same day for product in stock there is a service fee of \$10.00.

RETURNED MERCHANDISE FOR RESELLERS: No returns allowed other than for shipping errors by ESD Systems or defective products. See LIMITED WARRANTY section. A Return Merchandise Authorization number (RMA#) must be obtained from ESD Systems for warranty returns in advance. A copy of the RMA must accompany the shipment. The RMA number must appear on the outside of returned cartons, and ESD Systems reserves the right to refuse all return shipments which do not bear the RMA number or which are shipped freight collect. Returns to ESD Systems.com must be approved in advance. Email all RMA (Returned Merchandise Authorization) requests to Service@ESDSystems.com

GUARANTEE: WE GUARANTEE OUR PRODUCTS ARE OF THE HIGHEST QUALITY AND MEET ALL APPROPRIATE INDUSTRY STANDARDS. ESD Systems.com wants you to be confident with each product we produce. We make every effort to see to it that our products are of the highest quality and meet all appropriate recognized industry standards. Since we cannot guarantee that all products are applicable to all situations and that the data we provide from many sources is reliable and accurate for all situations, our lawyers want you to know that...

All statements, technical data, and recommendations contained herein are based upon tests we believe to be reliable. However, the accuracy or completeness thereof is not guaranteed. The proper and correct application of products and data is the responsibility of the user. The following is made in lieu of all warranties, expressed or implied:

ESD Systems.com's only obligation shall be to replace such quantity of the product proved to be defective. ESD Systems.com shall not be liable for any injury, loss, or damage, direct or consequential, arising out of the use of or the inability to use the product. Before using, users shall determine the suitability of the product for their intended use, and users assume all risk and liability whatsoever in connection therewith.

No statement or recommendation not contained herein shall have any force or effect unless embodied in a written agreement signed by authorized officers of Desco Industries, Inc.

CERTIFICATION: Certificates of Conformance to ESD Systems.com drawings and specifications will be included at no charge ***if requested when an order is placed.*** Certificates requested after the order placement will be charged \$25.00. For electronics items that are calibrated to NIST traceable standards, Certificate to NIST Calibration will be

included with the item at no charge. For further calibration information visit our Website:

<http://www.ESDSystems.com/Calibration.aspx>

LIMITED WARRANTY: ESD Systems.com expressly warrants for that period of one (1) year from the date of purchase, products will be free of defects in materials (parts) and workmanship (labor). For complete warranty information: <http://www.ESDSystems.com/Warranty.aspx>

The placement of your Purchase Order is your acceptance of the above Terms and Conditions.

2009/3/18

DESCO INDUSTRIES, INC.
Employee Owned