



## TERMS & CONDITIONS

These terms and conditions are subject to change without notice.  
This revision of the Terms and Conditions agreement is effective as of 01AUG 2003.

As used herein, the word "customer" means the organization requesting service or parts from AOI-service group AOISG

This agreement is between customers, AOI-service group (AOISG)

The following conditions shall apply:

### 1. Charges

Customer shall pay all expenses related to the job. If applicable, this shall include, but shall not be limited to, airfare, all rental car, insurance and fuel charges, personal automobile charges as related to the job (drive to/from airport, to/from customer, and any other job related driving charges) at the standard government rate (currently \$0.485 per mile), airport parking charges, taxi services, tolls, parking, hotel charges, visas, work permits, excess baggage fees (if necessary to carry tools or parts needed for the job), any necessary medical or automobile insurance fees, liability or other insurance required by customer, foreign currency exchange fees (if traveling to or through foreign countries for the job), unscheduled layovers due to cancelled flights or other reasons not the fault of AOISG, and a per diem of \$40 to include meals, phone charges, airport shuttle service tips, rent-a-cart charges, and other incidentals.

### 2. Booking for Onsite Service

Unless otherwise agreed upon and specifically, but not exclusively, for international travel, customer shall make travel arrangements for airfare, rental car, and hotel, and shall arrange for all travel costs to be charged to customer. Before final booking, itinerary must be discussed with AOISG to help assure this schedule allows sufficient time, etc. to complete the job. Flights shall be booked from and returning to John Wayne Airport (SNA) in Santa Ana, CA unless otherwise agreed upon. If AOISG is to book itinerary, it is understood that a best effort will be made to keep costs down while at the same time considering the best flight times necessary to complete the job, obtain lodging convenient to the jobsite in a hotel similar in standards to a typical Holiday Inn, have access to restaurants, etc.

All flights scheduled for longer than ten (10) hours or that requires travel throughout the night, will be booked as Business Class or higher.

### 3. Rates

For non-emergency service, travel time shall be defined as port to port (from support engineer's dispatch location (home base or hotel, as applicable) to customer's site or hotel, as applicable, and return). Travel time shall be charged at an hourly rate of \$150 per hour, including the airlines' recommended early arrival at airport of 1-1/2 hours before flight departure to leave adequate check-in time. Travel time charges shall never exceed \$1200 for any single day.

For non-emergency service, labor time shall be charged at a standard hourly rate of \$150 or \$1200 per day, whichever is less, for the first twelve (12) hours of combined travel and labor time necessary to complete the job. After this time, an additional \$150 per hour will be added to the charges for the day, if necessary.

If emergency service is required, the service (travel and/or labor) will be charged at \$200 per hour or \$1600 per day, whichever is less for the first twelve (12) hours of combined travel and labor time necessary to complete the job. After this time, an additional \$200 per hour will be added to the charges for the day, if necessary.

Emergency service is defined as (1) weekend or holiday work, (2) customer requires service with less than three (3) days' notice, (3) service is required at times other than standard day shifts, or (4) AOISG is required to reschedule other customers or duties.

**A minimum of four combined travel and labor hours shall be paid for any single day.**

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#### 4. Conditions of Service

If this site visit is for installation, operator training, scheduled maintenance, or for any reason other than repair, it is assumed that the system to be worked on at customer site is a fully functional system. Although all efforts will be made by AOISG to repair any system or machine defects, it shall only be responsible for the above mentioned duties, and it is understood that it may not be possible to complete the assigned job due to system non-functionality or other unforeseen circumstances. AOISG shall be paid for all services and expenses incurred regardless of whether or not the system is functioning after AOISG has completed its work. AOISG shall not be responsible for system functionality or any consequential damages. It is understood that during testing, troubleshooting, etc., parts and subsystems may be stressed and although they will not normally be tested above their normal operating parameters, a weak part, although working before testing, could become damaged. This applies specifically, but not exclusively, to x-ray subsystems and AOI system stages.

If AOISG is performing a x-radiation leakage test on customer's x-ray equipment, it is the responsibility of the customer to determine if there are any special state or local requirements or certifications necessary. AOISG does not have any special certifications but has been trained on proper procedures for the specific line of CR Technology / Photon Dynamics x-ray systems.

If the site visit is specifically to repair a defective machine, AOISG will make a best effort to successfully complete the repairs in a timely and efficient manner. However, due to lack of availability of parts, time, etc. it may not be possible to successfully repair the system. If this is the case, AOISG is to be paid for all service time and expenses incurred. AOISG shall not be responsible for system functionality or any consequential damages.

Site preparations, which include but are not limited to, correct wiring and plugs, air availability, cleanliness, etc. is the responsibility of the customer. In addition, any movement of assemblies or systems is the responsibility of the customer. AOISG can furnish the required specifications and procedures on request.

In no event will AOISG be liable for direct, special, incidental, indirect, consequential, exemplary, or multiple damages or downtime costs, loss of data, restoration costs, lost profits, regardless of whether such claims are based on contract, tort, warranty, or any other legal theory, even if advised of the possibility of such damages. AOISG will not be liable for performance delays or for non-performance.

#### 5. Service in Foreign Countries

AOISG engineers and other AOISG representatives are not allowed to drive in countries outside the U.S.A. or Canada. It will be the responsibility of the customer to provide transportation. If customer cannot provide this, AOISG will use taxis or other services which AOISG deems necessary and the charges will be added to the final invoice.

If the U.S. State Department has issued a travel advisory for the country to which AOISG is required to travel to or through or if there are other dangers, AOISG will take out K&R (Kidnap and Ransom) insurance and medical insurance adequate for the countries where they will be traveling for the job. Medical insurance will include emergency evacuation. Customer will be required to pay these expenses in advance of travel. The AOISG representative will determine the amount of insurance necessary and it will be at his/her option whether to go or not. During certain periods, AOISG will not travel to some areas of the world.

Under most conditions, payment in advance will be required for estimated service, parts, and expenses in all countries outside the U.S.A.

#### 5. Parts, Assemblies, and Systems

If parts are needed, AOISG will assist in obtaining them but the agreement for parts shall be solely between customer and the parts supplier. AOISG shall not be responsible for obtaining or purchasing them or their functionality, unless the part is specifically purchased from AOISG. If both customer and AOISG are in agreement, AOISG will install the parts. However, AOISG shall not be responsible for their functionality or any consequential damage they may cause. If a part or subassembly is purchased from AOISG, customer is responsible for all shipping and handling charges. If the part is or becomes defective, customer shall pay all shipping and handling charges to return the part to AOISG for repair, replacement, etc. and customer shall pay all shipping and handling charges to receive the part back.

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Customer assumes responsibility for all risks and costs associated with the parts shipment. Insurance will usually be taken out for the shipment unless customer states in writing that they do not want insurance.

Unless specified otherwise in writing, parts specifically sold by AOISG are generally warranties for the thirty (30) days from date of purchase or installation, whichever comes first. New computers built by AOISG will be warranted for six (6) months from date of shipment to customer, unless specified otherwise in writing. Lamps drive belts, and other expendable items have no warranty. Software CD's, documentation, and schematics have a thirty (30) day warranty, are non-returnable and if damaged, will be replaced with like.

If a part is defective or becomes so while AOISG is on site, at the mutual agreement of customer and AOISG, AOISG will wait for the new part to arrive at which time AOISG will install it. Wait time shall be charged at the above mentioned travel rate at a maximum of four (4) hours per day.

If a part becomes defective within seven (7) days of installation of the part, labor charges for defective parts replacement shall be at seventy-five percent (75%) of the standard labor rate, if customer and AOISG both agree that AOISG is to do the reinstallation. However, travel charges and expenses shall not be reduced.

If customer purchase of parts is non-taxable, a Tax Exempt Certificate is required to acSA-Tehnologies the purchase order if the order is within the state of California.

Customer may only return a part after receiving a AOISG RMA number. Some parts are not returnable and this will be at the option of AOISG. If customer wishes to return a purchased part, AOISG must be advised of this within five (5) days of receipt and AOISG must approve the return. Unless specifically stated otherwise, there will be a restocking fee of \$100.00 or ten percent (10%) of the invoiced amount of the part. This fee is usually charged to AOISG by their vendors. Part must be shipped (postmarked) within three (3) days of AOISG approval. The returned part(s) must be in the same condition as received and, if applicable, security labels must not be tampered with.

Site preparation, which includes but is not limited to, correct wiring and plugs, air availability, cleanliness, etc. is the responsibility of the customer. In addition, any movement of assemblies or systems is the responsibility of the customer. AOISG can furnish the required specifications and procedures on request.

Parts shipment is the responsibility of the customer. Customer's carrier and account number will be used for all shipments, inbound and outbound for any reason. Insurance will automatically be taken unless customer states in writing that customer will assume all risk and responsibility. Risk of loss and damage will pass to customer upon delivery of item(s) to carrier.

Any special acceptance procedures must be agreed to by AOISG authorized representative in writing and may be subject to additional charges.

In no event will AOISG be liable for direct, special, incidental, indirect, consequential, exemplary, or multiple damages or downtime costs, loss of data, restoration costs, lost profits, regardless of whether such claims are based on contract, tort, warranty, or any other legal theory, even if advised of the possibility of such damages. AOISG will not be liable for performance delays or for non-performance.

## 6. Conditions of P.O.

*Note: If the quote total does not include expenses which include, but are not limited to, airfare, lodging, parking, rental car, and meals, these expenses will be billed at the amount charged and added to the final invoice. **Please note this on your P.O.***

No work can begin until a Purchase Order (P.O.) is issued.

If additional time, materials, or other expenses are required, a second P.O. shall be generated.

If customer is being direct billed for airfare, hotel, or rental car, the P.O. total may be reduced by those amounts if they have been included in the quote.

If payments are to be wire transferred, please contact AOISG for bank information.

Please add \$15.00 to invoiced amount for domestic transfers and \$45.00 for international wire transfers (unless wire transfer processing fee has been noted on the invoice) for wire transfer charges AOISG incurs from the bank and its accounting process. All wire transfers are to be in U.S. Dollars only.

AOISG payment terms are thirty (30) days unless otherwise agreed upon. Please adjust your P.O. accordingly.

If a P.O. is canceled by customer, customer is responsible for paying any non-refundable expenses (including, but not limited to, any parts purchased for the P.O. that are non-returnable and airfare cancellation fees) that AOISG has incurred up to that time. At AOISG's option, there may also be a \$100.00 cancellation fee charged.

## 7. Payment in Advance of Service or Shipment of Parts

U.S. based companies or organizations that are not "active" AOISG customers are subject to paying half the estimated service charges and all the expenses and parts' costs prior to a AOISG engineer scheduling an itinerary for the service visit or parts' shipment in the case of a parts only P.O. Non active customers based outside the U.S. are subject to paying all estimated service fees, expenses, and parts' costs prior to AOISG scheduling the service trip or shipping the parts.

For the purposes of this Terms and Conditions agreement, "active" is defined as a customer that AOISG has worked with in the past and that have paid all invoiced charges on time without intervention. Customer can request from AOISG whether they are in the AOISG active database at the time of the quote.

## 8. Delinquencies and late fees

If any legal fees, travel costs, or other costs are incurred in order to collect the billed amount, customer shall be responsible for paying these fees. All court cases, arbitration, etc. are to be held in Orange County, CA unless mutually agreed upon otherwise.

A late fee of five percent (5%) or the maximum allowable by law, whichever is less, will be added to the invoice for every thirty (30) days the billed amount is overdue. In addition, if the invoiced payment is more than thirty (30) days late, a ten percent (10%) surcharge will be added to any future quotes. Also, at the option of AOISG, payments may then be required in advance of services.

## 9. Quote time limits

Quotes are valid for thirty (30) days from the date signed by service/application engineer unless specifically stated otherwise on the quote.

## 10. Binding of P.O. to Terms and Conditions

**Issuance of a P.O. indicates this Terms and Conditions agreement has been read and approved even if the quote is not initialed, signed, and returned.** However, AOISG does expect the quote to be returned (initialed and signed) with the P.O.

Any term or condition specified in the quote overrides these standard terms and conditions.