

# ***Terms & Conditions of Sale***

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**Effective:** **May 1st, 2025** [Rev.: MAY-5-2025, EMO]

These **Terms and Conditions** govern all sales of products and services provided by **Scantek, Inc.**

## **1) Applicability and Precedence**

These Terms and Conditions of Sale ("Terms") apply to all sales of products and services ("Products") by Scantek, Inc. ("Scantek," "we," "us," "our") to the buyer ("Customer," "you," "your"). These Terms shall govern the sale and supersede any conflicting terms and conditions presented on the Customer's purchase order or other documentation. Any modifications to these Terms must be explicitly agreed upon in writing by Scantek in offer or contract documents. Placing an order constitutes your agreement to these Terms.

The following Special Terms and Conditions listed fall under the umbrella of governance of these Terms and Conditions:

- **Scantek Rental – Terms and Conditions**
- **Scantek Calibration - Terms and Conditions**
- **DataKustik - Terms and Conditions**

## **2) Quotations**

Unless otherwise stated in the quotation document, prices provided in our quotations are valid for **thirty (30) days** from the date of issuance.

## **3) Orders**

Customer orders are not binding on Scantek until reviewed and approved by Scantek Order Administration. By placing an order, the Customer affirms their acceptance of these Terms.

## **4) Pricing, Taxes, and Charges**

- **Pricing Basis:** Unless otherwise negotiated and confirmed in writing, all prices are **Ex Works (EXW Incoterms® 2020) Columbia, Maryland, USA.**
- **Exclusions:** Prices do not include any applicable sales tax, use tax, value-added tax (VAT), customs duties, tariffs, import fees, shipping charges, or any other governmental fees or levies, unless explicitly stated otherwise in writing by Scantek. The Customer is responsible for paying all such charges.
- **Shipping:** Customer is responsible for all costs from Columbia, MD, unless otherwise agreed in writing.

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### **5) Delivery**

- **Estimates:** Delivery dates provided by Scantek are estimates and are not guaranteed.
- **Delays:** Scantek is not liable for delays in delivery. A delay does not automatically entitle the Customer to cancel the order or claim damages.
- **Cancellation for Delay:** If a delivery delay exceeds **sixty (60) days** beyond the originally estimated delivery date, the Customer may have the right to cancel the order without penalty but shall have no further claims against Scantek related to the delay or cancellation if the order is not for a Custom/Special Build/non-standard product or in a quantity that is non-typical.

### **6) Payment Terms**

- **Currency:** All payments shall be made in US Dollars (USD).
- **Methods:** Acceptable payment methods are Credit Card, Check, PayPal, or Electronic Funds Transfer, e.g. (ACH, wire, etc.), to the bank account specified on the Scantek invoice, unless different terms are stated in our offer, contract, order confirmation, or invoice.
- **Due Date:** Payment is due according to the terms specified on the invoice.
- **No Deductions:** All amounts due must be paid in full without any deduction, withholding, set off, or counterclaim for any reason, unless mandated by law.
- **Bank Fees:** The Customer is responsible for covering all bank fees associated with their payment.
- **Financial Deterioration:** If Scantek believes the Customer's financial condition has deteriorated after a contract is signed, Scantek may demand immediate cash payment for all outstanding claims, regardless of previously agreed terms.

### **7) Title Retention (Reservation of Property)**

Scantek retains full title to, and ownership of, all goods supplied until payment in full for those goods has been received. The Customer may not withhold payment or offset payments due against any counterclaims, except for those counterclaims that are undisputed and expressly accepted in writing by Scantek or have been recognized by a final court judgment.

### **8) Force Majeure**

Scantek shall not be liable for any delay in delivery or failure to deliver, in whole or in part, caused by events beyond our reasonable control ("Force Majeure Event"). Such events include, but are not limited to: war, sabotage, insurrection, riot, civil disobedience, acts of public enemies, failure or delay in transportation, acts of government (or agency thereof), judicial action, labor disputes, accidents, fire, explosion, flood, storm, pandemic, epidemic, shortage of labor, fuel, raw materials, or machinery, or technical failure, provided Scantek has exercised ordinary care to prevent such occurrences. If a Force Majeure Event affects Scantek's ability to meet all commitments, Scantek reserves the right to allocate available stock among its customers at its sole discretion.

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### **9) Documentation**

- **Standard:** For Products requiring operational instruction, Scantek provides one (1) operating manual and/or electronic documentation, tutorial video, or specification sheet in English at no additional charge.
- **Additional:** Requests for additional manuals, complete circuit diagrams, component lists, troubleshooting guides, or service manuals may be provided at an extra charge, subject to availability and provided such information is not deemed confidential by Scantek.
- **Disclaimer:** All illustrations and specifications in literature (electronic or paper) are for informational purposes only and are non-binding. Scantek reserves the right to make changes to specifications without notice unless specific specifications have been explicitly agreed upon in writing.

### **10) Software License**

- **Ownership:** Scantek retains full ownership, title, and all intellectual property rights to any software, firmware, programming routines, and related documentation ("Software") supplied for use with the Products.
- **License Grant:** Scantek grants the Customer a non-exclusive, non-transferable license to use the Software solely in conjunction with the specific Products for which it was supplied.
- **Restrictions:** The Customer shall not copy the Software except as strictly necessary for backup purposes or as permitted by the license. The Customer may not use the Software on more devices or instances than licensed.
- **SLA:** Use of the Software is subject to the terms of the applicable Software License Agreement (SLA), which the Customer accepts upon installation or use.

### **11) Intellectual Property Rights**

The Customer acknowledges that all patents, copyrights, trade secrets, designs, and other intellectual property rights related to the Products – including but not limited to documents, software, firmware, data, drawings, specifications, articles, sketches, reports, inventions, improvements, modifications, discoveries, tools, and scripts developed or supplied by Scantek or its partners – are and shall remain the sole and exclusive property of Scantek or its licensors. The Customer acquires no right, title, or interest in such intellectual property except for the limited usage rights expressly granted in these Terms or the applicable SLA.

### **12) Claims and Acceptance**

- **Inspection & Reporting:** The Customer must inspect goods immediately upon receipt. Claims regarding incomplete or incorrect deliveries must be made in writing to Scantek within **ten (10) days** of receipt. Claims regarding other defects must be reported in writing immediately upon discovery.
- **Acceptance:** Delivery is considered accepted if no claims are submitted within the stipulated timeframes.

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- **Product Modifications:** General design or construction amendments applied to a Product before delivery, which Scantek deems an improvement, and which do not adversely affect performance, do not constitute grounds for a claim.
- **Resolution:** Valid claims properly raised will be addressed under warranty by repair or replacement at Scantek's discretion. Claims do not entitle the Customer to compensation for direct or indirect damages beyond the remedies provided in the Warranty section.

### **13) Return of Goods**

No goods may be returned to Scantek or its partners without prior written authorization and specific shipping instructions from Scantek. Unless otherwise agreed in writing, authorized returns must be shipped **FCA (Free Carrier Incoterms® 2020) Columbia, MD, USA**, i.e. (the Customer is fully responsible for the safe delivery of the goods to the destination, cleared for export where applicable, and bears costs and risks up to that point).

Returns are limited to a term of return notification within **ten (10) days** from receipt and subject to verification that all items are in unused/new condition. Returns are subject to a **15% Restocking fee**.

### **14) Export Control Regulations**

Certain Products may be subject to US export control laws and regulations. The Customer is solely responsible for complying with all applicable export and import regulations if Products are shipped, transferred, or used outside the United States. The Customer agrees not to export, re-export, or transfer the Products to any country, entity, or individual prohibited by US export control laws.

### **15) Confidentiality**

The Customer agrees to treat as strictly confidential all non-public information, company specific knowledge, and trade secrets disclosed by Scantek in connection with any order or the Products. The Customer shall not disclose such confidential information (including documents, drawings, specifications, etc.) to any third party without Scantek's prior express written consent.

### **16) Governing Law and Dispute Resolution**

- **Governing Law:** These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the State of Maryland and applicable federal laws of the United States, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- **Negotiation:** Prior to initiating any formal legal proceedings, the parties agree to have senior-level representatives meet and attempt in good faith to resolve any dispute arising under or in connection with these Terms.
- **Arbitration:** If negotiation fails, any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, shall be finally settled by an agreed to arbitration administrator, by e.g., (the American Arbitration Association (AAA)), in

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accordance with its Commercial Arbitration Rules. The arbitration shall take place Howard County, Maryland. The language of the arbitration shall be English. The arbitral award shall be final and binding upon the parties.

- **Exceptions:** This arbitration provision does not limit either party's right to seek injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm, nor does it preclude Scantek from pursuing payment recovery through standard debt collection procedures or legal action solely for the collection of undisputed overdue amounts.

### **17) Warranty**

- **Norsonic & Rion Products:** Unless otherwise stated, new sale products labelled "**Norsonic**" or "**Rion**" are warranted against manufacture defects in materials and workmanship for **thirty-six (36) months** from the date of delivery.
- **Used Products:** All used equipment sales are sold in "**AS-IS**" condition, without warranty, unless otherwise stated. All used equipment sales are final and non-returnable/re-fundable.
- **Other Items:** Rechargeable batteries and commercially available computer products and peripherals (e.g., modems, printers, cables, etc.) supplied by Scantek are covered by the original manufactured warranty period and terms, unless otherwise stated.
- **Software/Firmware:** Scantek does not warrant that Software or firmware operation will be completely uninterrupted or error-free, nor that all minor errors will be corrected.
- **Suitability:** The Customer is responsible for determining the suitability of the Product for their intended use and ensuring such use complies with applicable laws.
- **Warranty Service:** Defective equipment covered by warranty should be returned to Scantek or its authorized local representative, **carriage (shipping and insurance) prepaid by the Customer**. Scantek or its representative will, at their discretion, repair or replace equipment proven defective during the warranty period. This warranty covers labor and parts for the repair/replacement itself. Return shipping and insurance from Scantek back to the Customer (after warranty service) will be paid by the Customer unless otherwise agreed in writing by Scantek.
- **Exclusions:** This warranty does **not** cover:
  - Damage due to misuse, accident, neglect, or improper installation or operation.
  - Modification in anyway of the original design or breaking of the calibration seals.
  - Normal wear, tear, and deterioration due to normal use, or leakage of batteries.
  - Use of non-approved third-party hardware, software, or interfacing.
  - Non-rechargeable batteries or other consumable items.
  - Products whose serial numbers have been removed or altered.
- **Disclaimer:** THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY. SCANTEK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.
- **Limitation of Liability:** SCANTEK SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST DATA, OR LOSS OF USE) ARISING FROM THE USE, INABILITY TO USE, OR INTERPRETATION OF RESULTS FROM THE EQUIPMENT OR SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.