



Proven Precision

Terms and Conditions

These Terms and Conditions shall govern any and all sales and by Probata Corporation (“Probata”) and the customer (“Customer”), unless otherwise agreed in writing. Probata may cancel these Terms and Conditions at any time upon written notice to the Customer.

Payment Terms: Payments due Probata are due net 30 days from the date of invoice unless otherwise indicated on the invoice. If payment is not received when due, the Customer may be charged interest (at 1.5% per month) and all necessary collection and legal expenses incurred by Probata. Any billing disputes must be made to Probata within 30 days from the invoice date. Checks returned to Probata due to insufficient funds will be charged back to the Customer’s account with a \$35 fee.

Payment Method: Probata accepts payments made via ACH, wire, check or credit card.

Credit on Account: Probata may extend credit when requested by Customer, if Probata is satisfied after inquiry into the Customer’s references and credit history that the Customer has the ability to pay within terms established by Probata. Credit limits will be determined at Probata’s sole discretion. Orders can be placed and shipped on account until the balance of outstanding orders and invoices reaches the Customer’s credit limit, then the difference will be owed and must be prepaid prior to shipment of any new orders. Probata reserves the right to decrease, limit, or revoke the Customer’s credit at any time.

Customer Changes: Customer shall communicate any and all of the following to Probata in writing, immediately upon occurrence: (i) changes to Customer’s contact information, email addresses, billing or mailing address, or contact personnel; (ii) changes in Customer’s name, entity classification, ownership, or senior management structure; (iii) any material adverse change in Customer’s financial condition, operations, or business; (iv) Customer becomes insolvent or fails to pay debts as they become due; (v) any proceeding such as a bankruptcy, reorganization, arrangement or readjustment of debt, or receivership is filed by or against Customer.

Orders: All orders are subject to acceptance by Probata. Sales on open account are subject to prior approval by Probata’s credit department. Probata does not assess a minimum billing charge. Pre-pay orders will be deemed due for payment upon ready-to-ship notification to the Customer. Probata will retain the shipment for 30 days after notification without penalty. Non-paid shipments will incur a 2% penalty for retention after 30 days until 60 days. Non-paid shipments will be cancelled and returned to stock in 60 days after ready-to-ship notification with assessment of a 20% restocking charge to the Customer.

Quotations: Unless earlier terminated by written notice or otherwise noted on the quotation, all quotations will expire 30 days after the date of issuance.

Shipment Terms: Shipments to Probata for calibration or other services is at the Customer’s cost, risk, and expense. Shipments from Probata to the Customer are FOB point of origin, Probata Warehouse (Edmond, Oklahoma) unless otherwise specified in a purchase order. If Customer is the OEM or other party performing services for Probata, Shipments to and from such party are FOB destination, respectively.

Export Shipments: Consult with Probata in advance for export shipping and handling terms and charges. A minimum purchase of \$250 is required for all international orders.



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Cancellations: Bona fide orders for calibration or other services, which are cancelled prior to commencement, will carry no cancellation charge. Cancellation charges for calibration or other services after commencement will depend on the extent and nature of the work performed. Customer shall be responsible to pay Probata for the full material cost of any and all special materials ordered, plus the cost of Probata's labor on any work performed.

Customer Documents: These Terms and Conditions constitute the entire agreement between the Customer and Probata and take precedence over all previous verbal or written arrangements in connection with Probata's products or services. Customer may not modify or change these Terms and Conditions by sending any documents or terms to Probata with an order for products or services. Any such Customer documents received by Probata at any time, including without limitation, in conjunction with an order for products are hereby expressly waived by Customer, shall be disregarded by Probata as it completes Customer's order, and made altogether null, void, and inapplicable. In the event of a conflict between the terms of a purchase order and these Terms and Conditions, these Terms and Conditions shall prevail except as specifically stated herein.

Force Majeure: The consequences, direct or indirect, of labor troubles, acts of God, fires, accidents, floods, hostilities, shortage of transportation, failure or suspension or curtailment of production due to shortage of labor or supply of raw materials, or other economic factors, government acts or requirements and any and all like or different causes beyond the control of Probata shall excuse performance by Probata to the extent performance is prevented thereby.

Choice of Law: The construction, interpretation and enforcement of these Terms and Conditions shall at all times and in all respects be governed by the laws of the State of Oklahoma. Any action arising under or relating to these Terms and Conditions must be commenced and maintained in the federal or state courts as applicable in Oklahoma County, Oklahoma.

Limited Warranty: Probata warrants that calibration or other services provided by Probata will be performed in a workmanlike manner, but otherwise all products and services provided are AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR OTHERWISE. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL PROBATA ASSUME RESPONSIBILITY OR LIABILITY FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, OR (2) ANY AMOUNT IN EXCESS OF THAT RECEIVED BY PROBATA FOR THE CALIBRATION OR OTHER SERVICES PERFORMED.

Returns: No equipment can be returned for additional calibration or other services without Probata's prior approval, and any such returns will only be considered if requested within 30 days of the original invoice date. All returns must be marked with the Returned Material Authorization number received from Probata and must be accompanied by a copy of the original invoice. Equipment must be returned prepaid.