

# COMAX II / II+ Laser Level Measurement Systems

## Terms and Conditions of Sale

**Courser Incorporated**  
802 County Route 64  
Elmira, New York 14903

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### 1. APPLICABILITY

These Terms and Conditions of Sale (“Terms”) apply to all sales of COMAX II and COMAX II+ Laser Level Measurement Systems, replacement parts, components, and accessories (“Products”) by Courser Incorporated (“Courser”) to the purchaser (“Buyer”). By placing an order with Courser, the Buyer agrees to be bound by these Terms. These Terms supersede any conflicting terms in the Buyer’s purchase order or other documents unless expressly agreed to in writing by duly authorized representatives of Courser and the Buyer.

References to “in writing,” “written,” or similar terms throughout these Terms shall include email correspondence between authorized representatives of Courser and the Buyer. Where a provision specifically requires a document signed by a duly authorized representative of Courser, the signature requirement shall be satisfied by a physical signature, a scanned signed document, or a qualified electronic signature on a separate document. Such signed documents may be delivered via email as an attachment, but the body of an email message alone does not constitute a signed document for such purposes.

### 2. ORDERS AND ACCEPTANCE

- (a) All orders are subject to acceptance by Courser. Courser reserves the right to accept or reject any order in whole or in part.
- (b) Quotations provided by Courser are valid for **thirty (30) days** from the date of issue unless otherwise specified in writing. Prices are subject to change without notice after expiration of the quotation period.
- (c) Orders accepted by Courser may not be modified or cancelled by the Buyer except with Courser’s prior written consent and subject to the cancellation provisions of Section 4.

### 3. RETURN OF NON-DEFECTIVE PRODUCTS

This section governs the return of Products that are not defective. Returns of defective Products under warranty are governed by Courser’s Limited Warranty, a separate document.

#### 3.1 Return Eligibility

Returns of non-defective Products are accepted at Courser’s sole discretion and only when **all** of the following conditions are met:

(a) The Buyer has contacted Courser's COMAX Technical Support and obtained a Return Material Authorization (RMA) number prior to returning the Product. No returns will be accepted without a valid RMA.

(b) The return is initiated within the applicable return period as defined in Section 3.2.

(c) The Product is in its original, unopened, factory-sealed packaging; or if opened, is uninstalled, undamaged, complete with all original accessories, hardware, cables, and documentation, and in fully resalable condition as determined by Courser upon inspection.

(d) The Product is not a custom-configured system, special order, or item manufactured or procured specifically for the Buyer's order.

### 3.2 Return Period

(a) **Domestic Buyers (within the United States)** — The Buyer must return the Product to Courser within **fifteen (15) days** from the verified date of delivery as documented by the carrier's delivery confirmation or tracking record.

(b) **International Buyers (outside the United States)** — The Buyer must ship the Product to Courser within **thirty (30) days** from the verified date of delivery as documented by the carrier's delivery confirmation or tracking record. The Buyer must provide Courser with proof of shipment (carrier tracking number or equivalent shipping documentation) within the thirty (30) day period.

(c) Returns initiated after the applicable return period will not be accepted.

### 3.3 Restocking Fee

All accepted returns are subject to a restocking fee, calculated as a percentage of the original invoice price of the returned Product:

(a) **Unopened, factory-sealed Products:** 15% restocking fee.

(b) **Opened, uninstalled Products in resalable condition:** 25% restocking fee.

(c) The restocking fee is non-negotiable and reflects Courser's costs for inspection, repackaging, inventory management, and lost opportunity.

### 3.4 Credit Memo, Not Refund

(a) Returns will be issued as a **credit memo** applied to the Buyer's account with Courser, to be used toward future purchases of Courser Products. The credit amount shall equal the original invoice price of the returned Product, less the applicable restocking fee.

(b) Credit memos are valid for **one (1) year** from the date of issue and are non-transferable.

(c) A cash refund may be issued in lieu of a credit memo at Courser's sole discretion, subject to an additional processing charge of **10%** of the original invoice price (applied

on top of the restocking fee). Cash refunds, if approved, will be processed within sixty (60) days of Courser's acceptance of the return.

### 3.5 Return Shipping and Insurance

- (a) The Buyer is responsible for all costs of shipping, freight, insurance, and any customs duties or fees associated with returning the Product to Courser. The Product must be insured for its full replacement value.
- (b) If Courser originally paid outbound shipping costs on the order, the Buyer shall reimburse Courser for those original outbound shipping costs, which will be deducted from the credit memo.
- (c) The Buyer assumes all risk of loss or damage during return transit. Courser shall have no liability for Products that are lost, stolen, or damaged in transit. Products received in damaged condition will not qualify for return credit.
- (d) All returned Products must be packaged in a manner adequate to protect them from damage during transit, using original packaging where possible. Courser is not responsible for damage resulting from inadequate packaging.

### 3.6 Inspection and Acceptance

- (a) All returned Products are subject to inspection by Courser before any credit is issued. Courser will complete its inspection within ten (10) business days of receipt.
- (b) If the Product does not meet the conditions specified in Section 3.1 — including but not limited to signs of installation, use, damage, missing components, or non-original packaging — Courser may, at its discretion:
  - (i) Reduce the credit amount to reflect the diminished condition of the Product;
  - (ii) Refuse the return entirely and return the Product to the Buyer at the Buyer's expense; or
  - (iii) Accept the return at a restocking fee greater than 25%, as determined by Courser based on the condition of the Product, not to exceed 50% of the original invoice price.
- (c) Courser will notify the Buyer of its inspection findings before issuing any adjusted credit or returning a refused Product.

### 3.7 Non-Returnable Items

The following items are not eligible for return under any circumstances:

- (a) Custom-configured systems or Products manufactured or procured specifically for the Buyer's order.
- (b) Products that have been installed, energized, connected, or otherwise put into service, even briefly.
- (c) Products that have been modified, altered, or had their serial numbers or labels removed or defaced.

- (d) Consumable items, including but not limited to lasers that have been operated.
- (e) Software, firmware, or licensed items.

## 4. ORDER CANCELLATION

- (a) Orders for standard, in-stock Products may be cancelled without charge if Courser receives written notice of cancellation prior to shipment.
- (b) Orders for custom-configured systems or special-order items may not be cancelled once production or procurement has commenced. If cancellation is accepted by Courser, the Buyer shall be responsible for all costs incurred by Courser through the date of cancellation, plus a cancellation fee of **25%** of the total order value.
- (c) Orders that have already shipped may not be cancelled but may be eligible for return under the provisions of Section 3.

## 5. PAYMENT TERMS

### 5.1 Payment Methods

- (a) **Buyers with approved credit** — Payment is due **net thirty (30) days** from the date of invoice. Credit terms are subject to credit approval by Courser and may be modified, reduced, or revoked at any time at Courser's sole discretion based on the Buyer's payment history or creditworthiness.
- (b) **All other Buyers** — Payment in full is required prior to shipment. Orders will not be released for shipment until payment has been received and cleared.

### 5.2 Late Payment

- (a) Invoices not paid within the applicable payment period are subject to a late payment charge of **1.5% per month** (18% per annum) on the outstanding balance, or the maximum rate permitted by applicable law, whichever is less.
- (b) Courser reserves the right to suspend or cancel any outstanding orders, withhold shipments, and revoke credit terms if the Buyer's account becomes past due.
- (c) The Buyer shall be responsible for all costs of collection incurred by Courser in the event of non-payment, including but not limited to reasonable attorney's fees, court costs, and collection agency fees.

### 5.3 Currency

All prices are quoted and invoiced in U.S. Dollars (USD) unless otherwise specified in writing by Courser. The Buyer shall bear all costs associated with currency conversion and international wire transfer fees.

## 6. SHIPPING AND DELIVERY

### 6.1 Domestic Shipments

Unless otherwise agreed in writing, shipping terms for domestic orders shall be **FOB Origin** (Courser's facility, Elmira, New York). Title and risk of loss pass to the Buyer upon delivery to the carrier.

### 6.2 International Shipments

(a) Shipping terms for international orders shall be as specified on the order acknowledgment or quotation, per INCOTERMS® 2020.

(b) **Export document preparation fee** — All international (export) shipments are subject to an export document preparation fee to cover Courser's costs for preparation of commercial invoices, packing lists, certificates of origin, Shipper's Export Declarations / Automated Export System (AES) filings, and any other export documentation required for the shipment. The fee varies by destination country based on the complexity of the importing country's customs documentation requirements and is subject to change. The applicable export document preparation fee will be stated on the quotation and invoiced as a separate line item. This fee is non-refundable, including in the event of order cancellation after documentation has been prepared.

(c) The Buyer is responsible for all import clearance, duties, taxes, and fees in the destination country unless the applicable INCOTERMS® provide otherwise.

### 6.3 Delivery

Delivery dates provided by Courser are estimates only and are not guaranteed. Courser shall not be liable for any delay in delivery due to causes beyond its reasonable control.

## 7. WARRANTY

Products sold by Courser are warranted under the terms of Courser's Limited Warranty for COMAX II / II+ Laser Level Measurement Systems, which is a separate document and is incorporated herein by reference. In the event of a conflict between these Terms and the Limited Warranty with respect to defective Products, the Limited Warranty shall govern.

**The return provisions of Section 3 of these Terms apply only to non-defective Products. Returns of defective Products are governed exclusively by the Limited Warranty.**

## 8. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. Any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Chemung County, New York. The parties consent to personal jurisdiction in such courts.

## 9. GENERAL PROVISIONS

- (a) **Entire Agreement** — These Terms, together with Courser’s Limited Warranty and any written quotation or order acknowledgment issued by Courser, constitute the entire agreement between Courser and the Buyer with respect to the sale of Products and supersede all prior or contemporaneous agreements, representations, and understandings, whether written or oral.
- (b) **Amendment** — These Terms may not be modified or amended except in writing signed by duly authorized representatives of Courser and the Buyer.
- (c) **Severability** — If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- (d) **Waiver** — The failure of Courser to enforce any provision of these Terms shall not constitute a waiver of its right to enforce that or any other provision in the future.
- (e) **Force Majeure** — Courser shall not be liable for any delay or failure to perform its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, pandemics, or supply chain disruptions.

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