

Overview of Teledyne General Terms and Conditions of Sale as at March 2024

Clause	Heading	Overview/Description
1	DEFINITIONS	<p>Seller = Teledyne entity Buyer = Customer (Seller/ Teledyne entity and Buyer may be referred to individually as 'Party' or collectively as 'Parties') Goods = Product, parts, materials, software. licenses and/or equipment Standard Product = Fully designed and developed products previously sold Services = Services as outlined in Offer Offer = Quotation, bid or proposal Order = Purchase Order or similar Sellers terms and conditions = General terms and conditions, Special terms and conditions outlined in Seller/Teledyne's offer and any terms and conditions mutually agreed in writing.</p>
2	OFFERS	<p>Offer valid for 30 days unless otherwise stated. Offer only for specific quantities, specifications and delivery schedules offered. Any extension at Teledyne's discretion. Teledyne can withdraw the offer at any time unless accepted by the Buyer.</p>
3	ACCEPTANCE OF BUYER'S ORDER	<p>Teledyne's offer and Buyer's Order are strictly limited to Teledyne's terms and conditions. Buyer issuing an Order is acceptance of Teledyne's terms and conditions even if other terms are stated. This is a "bluff" clause and supports our battle of the forms position.</p>
4	SOFTWARE AND END USER LICENSE AGREEMENT (EULA)	<p>Goods may contain software / be formatted in a way that belongs to Teledyne or a third party. Software is only provided under license and cannot be transferred from Buyer to a third party and the Buyer automatically accepts Teledyne's EULA or any other agreement imposed. Teledyne doesn't have to update the software unless otherwise agreed.</p>
5	PRICES	<p>Price is in the currency specified in the Offer. If not stated otherwise, price excludes special packaging, installation, commissioning and training.</p>
6	PAYMENT TERMS AND TITLE	<p>Subject to approval of credit – at Seller's option either; cash in advance, irrevocable letter of credit or 30 days from date of invoice. If Teledyne believe that the Buyer will not be able to pay, we can request immediate payment before continuing with any work. If the Buyer does not pay on time, Teledyne can charge interest and/or suspend delivery 3 days after written notice. Buyer is responsible for all costs incurred by Teledyne in collecting late payments. The Buyer must raise any dispute to an invoice within 15 days. Title to the Goods passes on delivery. Buyer has no right of payment set off.</p>
7	TAXES	<p>Unless stated otherwise, prices exclude VAT, taxes and duties.</p>
8	INSPECTION AND TESTS	<p>All Goods are subject to standard inspection and quality assurance processes and if applicable acceptance testing at Teledyne's facility. Any additional testing must be agreed in writing and at Buyer's cost. If Buyer requires acceptance testing at Teledyne facility then prior written request by Buyer required and Teledyne must approve this.</p>
9	PACKING AND PACKAGING	<p>All Goods provided with standard commercial packing and packaging. Any non-standard packing or packaging requirements are subject to written agreement at Buyer's cost.</p>
10	DELIVERY, SHIPPING TERMS AND RISK OF LOSS	<p>Shipping terms as stated in Teledyne's offer. If not stated then FCA, Teledyne's shipping dock. Risk in Goods passes in accordance with Incoterm. If Teledyne prepays any shipping charges then Buyer must reimburse them. If Buyer fails to give delivery instructions or arrange collection, Teledyne may on written notice arrange storage at Buyer's cost and the Goods are considered delivered and can be invoiced.</p>
11	EXPORT COMPLIANCE	<p>All goods, services and technical information may be subject to export control laws in the Teledyne's location. Buyer agrees it will not directly or indirectly export, re-export, allow the use of etc. goods or related technical information in any restricted or controlled countries. Buyer agrees it will not sell/transfer/export or re-export GOODS for nuclear, chemical, biological weapons or missiles. Buyer indemnifies Teledyne if do not comply with this clause. Delivery schedules in offer are calculated from date of receipt of any required export license(s) unless Buyer agrees to commence at risk and cover all costs if export license(s) not received. If Teledyne cannot fulfil an Order due to law, regulation or refusal of an export license, Order may be cancelled without any further liability or obligation. Buyer will not offer any bribes.</p>
12	DELIVERY SCHEDULES AND FORCE MAJEURE	<p>All delivery dates are estimates only and subject to receipt of all information required from Buyer. Seller may deliver earlier or later than estimated deliveries without liability. Also includes Teledyne's non-liability for Force Majeure event.</p>
14.1	TERMINATION FOR CAUSE	<p>If Teledyne has reasonable grounds to suspect Buyer broken the law then Teledyne can, without liability, terminate, cancel or suspend performance. Also if either party breaches a material condition of the Order, the other Party must submit a written cure notice, which gives the breaching party 30 days to cure the breach. If the breach is not cured within 30 days of the notice, the non-breaching Party may terminate the Order for default. Either Party may terminate the Order if the other Party is bankrupt or equivalent.</p>

14.2	TERMINATION FOR TELEDYNE'S CONVENIENCE	Teledyne can terminate without liability on 90 days written notice, or immediately if Force Majeure. Buyer has to pay for delivered Goods plus Teledyne's incurred costs and profit for WIP which once paid should be delivered to Buyer.
14.3	TERMINATION FOR BUYER'S CONVENIENCE	Buyer can only cancel all or part of an Order that is for Standard Products subject to Teledyne's consent. Such cancellation is subject to Teledyne's cancellation and restocking charges. Buyer has to pay for Teledyne's costs and reasonable profit. Orders for non-standard products are non-cancellable.
14.4		Teledyne can retain Buyer deposits in the event of Force Majeure.
15.1	LIMITED WARRANTY FOR GOODS AND SERVICES	All Goods are provided with the warranty as specified in the offer and if not specified then a 12-month warranty, where Goods will be free from defects in materials and workmanship and conform to the specification. Teledyne does not warrant if the goods have been mishandled etc. altered, repaired by a third party or not properly stored / operated etc. If Teledyne receives a valid warranty claim Teledyne can either repair, replace or offer credit at Teledyne's option. For repaired or replaced Goods the warranty shall be the remainder of the warranty period or 90 days, whichever is longer. Teledyne is not liable for any recall or retrieval liabilities. Any claim for breach of warranty must be made within 90 days or alleged breach.
15.2	LIMITED WARRANTY FOR SOFTWARE	All software is provided with the warranty as specified in the offer and if not specified then a 90 day warranty, where software shall perform to specified functionality. Teledyne does not warrant if the software has been mishandled etc. altered, repaired by a third party or not properly stored / operated etc. There is no warranty for software integrating or co-existing with software not supplied by Teledyne. If Teledyne receives a valid warranty claim Teledyne can either repair, replace or offer credit at Teledyne's option. For repaired or replaced Goods the warranty shall be the remainder of the warranty period or 30 days, whichever is longer. Teledyne is not liable for any recall or retrieval liabilities.
15.3		The warranties above are exclusive and in lieu of all other warranties, including exclusion of latent defect, merchantability or fitness for purpose.
16	RETURN AUTHORISATION	Any return is subject to current RMA process in place and Teledyne can interact with returned goods as if it had title to them.
17	TOOLING	Unless agreed in writing, all materials used to make the Goods shall remain the property of Teledyne.
18	PRODUCTION DISCONTINUATION	Teledyne will continue to provide Goods as long as it meets Teledyne's business criteria. If Teledyne decides to stop selling any of the Goods, Teledyne may offer a last time buy, and any resulting orders are non-cancellable and non-returnable.
19	BUYER'S OBLIGATION OF ASSISTANCE (APPLICABLE TO SERVICES)	Buyer must co-operate and provide facilities/tooling/personnel and/or equipment to enable Teledyne to deliver the Services.
20	PROPRIETARY RIGHTS	Teledyne owns all rights in any information, products, know-how, processes and/or techniques used by Teledyne or its subcontractors relating to goods or services. Buyer has no right itself or to allow a third party to copy or reverse engineer any goods. Any information provided to Teledyne from the Buyer is not considered confidential or proprietary, unless agreed between the Parties.
21	PATENT, COPYRIGHT AND TRADEMARK INDEMNIFICATION	Teledyne indemnifies the Buyer if the Goods infringe intellectual property of a third party as long as used in accordance with specification and that the Buyer has given prompt notice and cooperates as needed and doesn't act to prejudice Teledyne. Also the Goods are not modified by the Buyer, Teledyne's Goods are not combined with other equipment, Teledyne's Goods are used for a purpose not intended for or the Buyer has not been negligent. The indemnity does not extend to any goods supplied to Buyer's specification. If infringement established then Teledyne may modify goods, obtain a license or refund the Buyer, at Teledyne's option. This is Teledyne's entire liability.
22	CONFIDENTIALITY	Buyer shall keep Teledyne's Confidential Information Confidential unless Teledyne provides its written consent.
23	SAFETY WARNINGS	Buyer accepts that the goods can cause death, injury or damage is not used in accordance with specification and Buyer is solely responsible for how the goods are used and determining if they are suitable for the use.
24	INDEMNIFICATION	Each Party indemnifies the other for death, personal injury, or property damage arising from negligence during the performance of this Order, to the extent not contributed to by the other Party. The Buyer indemnified Teledyne for claims arising relating to Buyer designs, information and materials. The indemnifying Party controls the defense of the claim.
25	LIMITATION OF LIABILITY	Teledyne's liability is limited to the amount paid by Buyer to Teledyne under the for direct costs only. Indirect and consequential liability is expressly excluded.
26	LAWFUL USE OF GOODS	Buyer warrants that the Goods shall only be used for lawful purposes.
27	ETHICS AND VALUES	Teledyne is committed to uncompromising ethical standards, strict compliance with laws, regulations, and customer satisfaction.

		Buyer is encouraged to communicate any concerns or questions regarding ethics of Teledyne at the following link: www.teledyne.ethicspoint.com
28	ORDER OF PRECEDENCE	Any conflict in any applicable terms and conditions the following order of precedence will apply: <ul style="list-style-type: none"> - Teledyne's Special terms and conditions (if applicable) - Teledyne's General Terms and Conditions - Teledyne's specification (if applicable) - Statement of work (if applicable) - Teledyne's Order acknowledgement - Teledyne's Offer - Buyer's Order
29	GOVERNING LAW	The laws of the country, state or province of the Teledyne company.
30	DISPUTES AND ARBITRATION	The Parties should try to resolve any dispute. If the Parties cannot resolve a dispute, either Party may refer the dispute to arbitration. Arbitration will be in the language of the Teledyne company and take place in the capital city of the country, state or province of the Teledyne company.
31	RELATIONSHIP OF THE PARTIES	Each Party is an independent contractor and neither Party can bind the other Party.
32	NO THIRD PARTY BENEFICIARIES	Buyer's Order is for the sole benefit of the Parties and any successors or agreed assigns.
33	NOTICES	All notices must be in writing and addressed to the Parties addresses on the Order (or as otherwise communicated) and delivered personally, or registered mail.
34	ASSIGNMENT	Neither Party may assign the Order without the written consent of the other. Teledyne may assign the Order to a subsidiary without consent of Buyer or in the event of a merger or similar corporate transaction.
35	WAIVER; REMEDIES; COSTS	No terms are waived by any act or knowledge unless in writing and signed by an authorised representative of Teledyne.
36	SEVERABILITY	If any clause or condition is invalid or unenforceable under present or future laws, the other terms and conditions shall remain in full force.
37	PARTIES	The Parties are the Buyer and Teledyne entity only. No other Teledyne entity has any obligation under this Order.
38	HEADINGS	Clause headings are for reference purposes only and shall not affect the interpretation of the clause.
39	SURVIVAL	Once the Order is completed or terminated, any term that should continue to apply, shall continue.