



Quantum Controls, Inc. Terms and Conditions of Sale

1. Agreement to Terms By purchasing any product ("Product") from Quantum Controls, Inc. ("Seller"), the buyer ("Buyer") agrees to the following terms and conditions. These terms form a legally binding agreement between Seller and Buyer.

2. Payment Terms 2.1. All payments are net 30 days from receipt of invoice unless otherwise stated in writing. 2.2. Late payments are subject to a 1.5% monthly interest charge.

3. Shipping and Delivery 3.1. Seller will make reasonable efforts to deliver the Product by the agreed-upon date. However, Seller is not liable for delays caused by events beyond its control. 3.2. Buyer must accept delivery before the end of the month the product is ready for shipment. Any push out of dates from seller will result in a 0.5% pr month fee assessment. 3.3. Seller must take possession of all finished products within one year of placing a blanket order. 3.4. Title and risk of loss for the Product pass to the Buyer upon shipment.

4. Return and Refund Policy 4.1. Products may be returned within 30 days of delivery if defective or not as described. Buyer must contact Seller for a return material authorization (RMA) before shipping any Product back. 4.2. Refunds or replacements will be processed once the returned Product is inspected.

5. Limited Warranty 5.1. Seller warrants that the Product will be free from defects in materials and workmanship under normal use for a period of two (2) years from the date of purchase ("Warranty Period"). 5.2. If a defect arises during the Warranty Period, Seller will, at its option:

- Repair the defective Product;
- Replace the defective Product; or
- Provide a refund for the purchase price of the defective Product.

- 5.3. *This limited warranty does not cover:*
 - Damage caused by misuse, abuse, or unauthorized modifications;
 - Normal wear and tear;
 - Products not purchased directly from Seller or an authorized reseller.

6. Warranty Claim Procedure 6.1. To make a warranty claim, Buyer must contact Seller at order@quantum-controls.com and provide proof of purchase. 6.2. Buyer may be required to return the defective Product to Seller for inspection.

7. Limitation of Liability 7.1. Seller's liability under this agreement, including for breach of warranty, is limited to the purchase price of the Product. 7.2. Seller is not liable for indirect, incidental, or consequential damages, including but not limited to loss of profits, business, or data.

8. Governing Law This agreement is governed by the laws of the State of Minnesota, without regard to its conflict of law principles.

9. Severability If any provision of these terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

10. Entire Agreement These terms constitute the entire agreement between Seller and Buyer regarding the Product and supersede all prior agreements, understandings, or representations.

11. Modifications Seller reserves the right to modify these terms at any time. The updated terms will apply to any purchases made after the modification date.

For further information or questions, please contact order@quantum-controls.com.