



I accept the “End of Life and Last Time Buy Terms and Conditions of Sale” of Persistor Instruments Incorporated (3 pages attached, dated March 31, 2017). I agree these terms supersede the terms, conditions, and demands referenced by my purchase order. I understand that Persistor Instruments has not accepted any of the terms, conditions, or demands that my purchase order may reference. I specifically acknowledge the shortened warranty period and the condition that payment will be required before delivery.

I am a person authorized to execute a purchase order under these terms.

Company \_\_\_\_\_

Purchase Reference \_\_\_\_\_

Printed Name \_\_\_\_\_

Signed Name \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Please fax this acceptance to 1-508-420-1656 or scan and email to sales@persistor.com



**Persistor Instruments Incorporated**  
**END OF LIFE and LAST TIME BUY**  
**Terms and Conditions of Sale**  
**March 31, 2017**

**NOTICE Persistor Instruments will terminate business on approximately March 31, 2018.**

Customers who purchase items after March 31, 2017 are hereby notified that:

- 1) Technical support will no longer be available after March 31, 2017.**
- 2) The warranty on items delivered after March 31, 2017 will expire on December 31, 2017, or 90 days after delivery, if delivery is made after September 30, 2017.**
- 3) The “discounted replacement option” for damaged product is hereby cancelled except for items under warranty and solely at the discretion of Persistor Instruments.**
- 4) All orders accepted after March 31, 2017 will be held for payment before delivery.**

The sale of goods by Persistor Instruments Incorporated (hereafter PII) is made exclusively under the following terms and conditions of sale. PII accepts no other terms or conditions. Persistor Instruments' acceptance of a purchase order is done without agreement to purchaser's terms, which may be attached to, or printed upon the purchase order.

**IMPORTANT NOTICE: UNDER NO CIRCUMSTANCE DOES PII ACCEPT TERMS FROM THE PURCHASER WHICH MAY AFFECT THE FOLLOWING LIMITS OF WARRANTY AND LIABILITY.**

**Life Support, Safety Equipment and Equipment that may become dangerous:** PII PRODUCTS ARE NOT DESIGNED, TESTED, OR INTENDED FOR USE IN EQUIPMENT THAT MAY, BY FAILURE OR MISUSE OR PROPER USE, CAUSE DEATH, INJURY, OR LOSS OF PROPERTY. DESIGNERS OF SUCH EQUIPMENT ASSUME FULL RESPONSIBILITY FOR PROTECTION AGAINST, AND THE LIABILITY FOR, DAMAGES ARISING FROM THE FAILURE OR NON-FAILURE OF PII PRODUCTS OR THE EQUIPMENT CONTROLLED BY, OR INTERFACED TO, PII PRODUCTS.

**Limitation of Warranty:** TO THE FULLEST EXTENT OF LAW, PII MAKES NO EXPRESSED OR IMPLIED WARRANTY AS TO THE SUITABILITY OF THE PRODUCT FOR ANY PARTICULAR PURPOSE. TO THE FULLEST EXTENT OF LAW, PII SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTY OF TITLE OR NON-INFRINGEMENT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

**Limitation of Liability:** TO THE FULLEST EXTENT OF LAW, PII EXCLUDES ITSELF FROM LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, INJURY, LOSS OF DATA, LOSS OF REVENUE, BUSINESS INTERRUPTION, OR INCIDENTAL COSTS ARISING FROM THE FAILURE OF PII PRODUCTS OR THE INABILITY TO USE PII PRODUCTS. IN NO CASE DOES PII'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

**Design Assistance:** TO THE FULLEST EXTENT OF THE LAW, PII MAKES NO EXPRESSED OR IMPLIED WARRANTY AS TO THE SUITABILITY OF ANY DESIGN ASSISTANCE OR APPLICATION NOTES PROVIDED TO THE CUSTOMER, AND ASSUMES NO LIABILITY FOR ANY DESIGN ASSISTANCE OR APPLICATION NOTES.

**Limitation of Indemnity:** TO THE FULLEST EXTENT OF THE LAW, PII DOES NOT INDEMNIFY THE PURCHASER, OR HOLD THE PURCHASER HARMLESS, FROM ANY LOSSES, LIABILITIES, CLAIMS, INFRINGEMENT CLAIMS, LICENSING FEES, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES, LEGAL FEES OR SETTLEMENTS RESULTING FROM THE OWNERSHIP OR USE OR MISUSE OR FAILURE OF PII PRODUCT OR DEVICES INTERFACED TO PII PRODUCTS.



**Government Contracts and FAR and DFARS:** PII is registered with SAM ([www.sam.gov](http://www.sam.gov)) under DUNS 844280888. PII does NOT solicit government contracts but will accept government purchase orders. By accepting a purchase order submitted by an agency, branch, or institute of, or a contractor to, the United States of America or any State or Country, PII makes no certification or representation except those already made in the current SAM registration. By accepting a purchase order from a contractor to any branch or assign of any government, PII does not accept any terms of liability or indemnity or conditions of contract, that the contractor may have agreed to.

**CE, RoHS, WEEE conformance:** PII products are not labeled with the CE mark. Unless a product is specifically listed as "RoHS Compliant" it is not. For more information please see

[http://www.persistor.com/pii/ordering/EU\\_Notice.pdf](http://www.persistor.com/pii/ordering/EU_Notice.pdf)

**Prices:** Prices are expressed in US dollars. Prices do not include taxes, duties, shipping fees, or money transfer fees, which are the responsibility of the buyer. Prices are subject to change without notice.

**Sales Tax:** Deliveries to Massachusetts addresses will be charged sales tax, unless tax exemption is declared at the time of purchase. Taxes due to other states or nationalities are the responsibility of the purchaser.

**Payments:** Payment will be accepted when made by: a check in US dollars drawn on a US bank, Visa, MasterCard, or wire transfer. PII reserves the right to clear funds before goods are shipped.

**Credit:** As of March 31, 2017 all orders will be held for payment before delivery.

**Shipping:** All orders are shipped FOB Marstons Mills, Massachusetts. Unless the buyer provides a valid shipping account number, shipping fees will be prepaid and added to the invoice at the time of order, and may be more or less than the actual shipping cost paid by PII. Shipping fees will include insurance for the approximate cost of replacement, unless the customer specifies otherwise.

**Returns:** All sales are final and non-returnable except under the provisions of Persistor's warranty.

**Cancellation:** Some orders may require a non-refundable deposit before production. The deposit will not be applied as a credit on an order of lesser value, or as a credit on a reduction of the same order's value.

**Specifications:** Product specifications are subject to change without notice. PII reserves the right to change a specification at any time.

#### **Warranty for Hardware:**

- 1) PII warrants hardware, which was delivered before March 31, 2017, to perform within the published specifications at the time of purchase, for a period of one year from the time of purchase.
- 2) PII warrants hardware, which will be delivered after March 31, 2017, to perform within the published specifications at the time of purchase until December 31, 2017, or until 90 days after the date of delivery, if the delivery date is after September 30, 2017.
- 3) The buyer assumes responsibility for confirming product purchased from PII perform within the published specifications when placed in the buyer's application. This warranty does not cover damage or depreciation due to operating conditions or environments, or damage due to abuse, accident, or customer modification. Damage due to static dissipation or corrosive environments are specifically excluded. Electronics which fail due to inoperative integrated circuits, and which do not have a demonstrable manufacturing defect, are specifically classified as damaged and excluded from this warranty.

**Warranty for Software:** Firmware (PBM, PicoDOS, SPV) and software (PicoDEV and Motocross) are no longer supported. They are the same as has been shipped for many years.



**Remedy for Warranty Failures:** PII will, as PII chooses, repair or replace a defective hardware product, under the following conditions: the item is returned within the warranty period, a reproducible symptom of the defect can be described, the defective item is not found to be damaged by misuse or abuse.

**Repair Policy:** After March 31, 2017, PII will no longer repair or replace product, except under the End of Life Remedy for Warranty Failures stated above.