

**UNITED STATES**

**SPECIAL PRODUCT AGREEMENT FOR CUSTOM DESIGNED PRODUCT ORDERS**

This Agreement is made effective \_\_\_\_\_ (m/d/y), between Sensoray Company (hereinafter "Sensoray"), and \_\_\_\_\_, a company having a place of business at \_\_\_\_\_, (hereinafter "CUSTOMER").

1- CUSTOMER wishes to purchase from Sensoray certain parts and/or software (the "Parts") which are (a) non-cancelable/nonreturnable/ ("NCNR") for reasons of it being a custom design made to the CUSTOMER's specifications. The Customer acknowledges that these Parts may be of use and value only to the Customer.

2- The Parts to be procured are specified in Schedule "A". The prices, quantities and delivery schedule are specified in Schedule "B".

3- This Agreement constitutes a firm order for the Parts which is NON-CANCELABLE, and the Parts are NON-RETURNABLE, for any reason whatsoever, including but not limited to, reasons stemming from force majeure or acts of God, except for quality related issues duly acknowledged in writing by the CUSTOMER.

4- Any delays by Sensoray in delivering product that are due to manufacturer's lead times or to any cause beyond Sensoray's reasonable control shall not give rise to liability on the part of Sensoray, and shall not affect the binding character of this Agreement nor CUSTOMER's commitments hereunder.

5- CUSTOMER's liability to Sensoray for the Parts (in the quantities set forth in Schedule "B") shall be the aggregate of the full purchase price of all the Parts: (i) already shipped to CUSTOMER, and/or (ii) held in Sensoray's inventory for CUSTOMER, and/or (iii) manufactured, in whole or in part, by Sensoray and Sensoray's suppliers.

6- This Agreement represents the complete understanding of the parties and overrides all prior representations, agreements and understandings. It shall not be affected by and shall override any incompatible provisions contained in the CUSTOMER's purchase order or other document emanating from the CUSTOMER or Sensoray. This agreement cannot be modified or amended to any extent without the prior written consent of both parties.

7- Sensoray's warranty shall be the only warranty applicable. No other warranty is expressed or implied including, but not limited to, the warranty of merchantable quality or fitness for a particular purpose.

8 This Agreement shall be governed by and construed in conformity with the laws of the State of Oregon. In connection with any dispute that may arise hereunder, venue shall lie exclusively in the State of Oregon.



**SIGNED AND EXECUTED BY THE DULY AUTHORIZED SIGNING REPRESENTATIVES OF THE PARTIES:**

**CUSTOMER**

**SENSORAY COMPANY INC.**

Name (Please print):

Name:

Signature: \_\_\_\_\_ Date:

Signature: \_\_\_\_\_ Date:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE "A"  
SPECIAL PRODUCT SPECIFICATIONS**