



## FIELD SERVICE TERMS AND CONDITIONS

These Field Service Terms and Conditions ("**Field Service Terms**") apply to all sales of installation, maintenance, repair, technical support, commissioning or other services ("**Field Services**") provided by Detector Electronics, LLC or any of its subsidiaries or affiliates (collectively, "**Det-Tronics**") and, unless the parties expressly agree that another written agreement supersedes them, these Field Service Terms are incorporated into all Buyer's orders and offers to purchase Field Services submitted to Det-Tronics and into all acceptances by Det-Tronics and contracts for sale thereof.

- 1. PERSONNEL AVAILABILITY:** Field Services are subject to the availability of Det-Tronics service personnel. On new-unit projects, Det-Tronics should be notified of Buyer's forthcoming requirements at least ninety (90) days prior to the expected start-up date. For routine service requests in the continental United States, a minimum of two (2) weeks' notification should be given by Buyer prior to the requested reporting date. Additional prior notification is recommended for projects outside of the continental United States. For all projects, Buyer must provide the name and title of a single authority responsible for securing and releasing service personnel. Deviation from these requirements will result in delays in scheduling and completing Field Services.
- 2. SERVICE RATES:** Field Services will be billed at the following rates (all in U.S. Dollars):

**On-Site Hourly Rate:**

Field Service Engineer: \$275.00  
Time and a half: \$300.00; Double Time: \$425.00

Project/Software Engineer: \$300.00  
Time and a half and Double Time as calculated

Project Specialist: \$325.00  
Time and a half and Double Time as calculated

**Travel Hourly Rate:** \$200.00

**Training:** Training is \$2,750.00 per day for up to four (4) students for eight (8) hours. Each additional student will cost an additional \$475.00 per day. Custom Course Development is charged at an hourly rate of \$325.00. Custom Demonstrations are charged at a daily rate of \$3,000.00. All travel time associated with training is charged at an hourly rate of \$200.00.

**Equipment Rental:** JFFS Rental Fee is \$2,500.00 per visit. Other Field Service Rental Equipment Fees vary based on current rental pricing and will be quoted on a project-by-project basis.

Pricing set forth above and quoted by Det-Tronics at the time of Buyer's order is based on the price of labor, materials and other economic conditions as of the date of quotation. Det-Tronics reserves the right to increase pricing at any time prior to execution of the order in the event of increases in labor rates, material or other costs due to tariffs, import duties, trade policy, epidemics, foreign exchange rates or other market conditions. Det-Tronics will provide thirty (30) days' prior notice of any such changes to Buyer.

**Cancellation or Change in Scheduling Request:** If Buyer cancels or changes scheduled Field Services less than two (2) weeks but more than one (1) week prior to the scheduled date for those Field Services, Det-Tronics will bill Buyer a fee equivalent to fifty percent (50%) of the estimated cost of the scheduled Field Services. If Buyer cancels or changes scheduled Field Services one (1) week or less prior to the scheduled

date for those Field Services, Det-Tronics will bill Buyer a fee equivalent to one hundred percent (100%) of the estimated cost of the scheduled Field Services (each, a “**Cancellation Fee**”). Cancellation Fees are exclusive of and in addition to any charges to Buyer for the actual performance of the Field Services when performed. Buyer agrees that the Cancellation Fees are not a penalty, but rather a reasonable measure of damages, based upon potential inability to reschedule service technicians and rearrange travel schedules on short notice and other inefficiencies and additional work that may result to Det-Tronics from the cancellation. Det-Tronics may immediately cancel an order previously accepted if Buyer commits a material breach of these Field Service Terms and fails to remedy the breach within ten (10) business days following written notification thereof, if Buyer misuses Det-Tronics confidential information or commits a violation of the Det-Tronics Code of Ethics, or if Buyer becomes insolvent or a petition is filed or proceedings commenced by or against Buyer relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

### 3. **WORKDAY DEFINED:**

- a) Travel time is chargeable as set forth in Article 2 above.
- b) Time and One-Half applies to all work or travel performed after 8 hours per day or on Saturday.
- c) Double Time applies to all work or travel performed on Sundays, Holidays, and work after 12 continuous hours. Holidays are Det-Tronics-observed U.S. holidays listed in the following table or other local holidays communicated to Buyer by Det-Tronics.

• New Year's Day	• Independence Day
• Martin Luther King Day	• Labor Day
• President's Day	• Thanksgiving (Thursday and Friday)
• Good Friday	• Christmas (including 2 days immediately following Christmas Day)*
• Memorial Day	

\*Christmas Holidays are subject to change depending upon the specific days Christmas Eve and Day occur.

- d) Det-Tronics personnel are not required to work more than 12 hours in any 24-hour period.
- e) Hazardous duty work, offshore sites, and other work areas defined by Det-Tronics in its sole discretion as dangerous or involving increased risk are subject to an additional charge of \$250 per day per person above applicable rates.
- f) Work requests to be delivered in a country or territory identified as a Travel Warning or Travel Alert destination by the United States Department of State or Det-Tronics may be sub-contracted or subject to additional charges, delays, or cancellations. See Article 14 below for additional details.
- g) Field Services put on “hold” at jobsite or hotel will be charged at the regular per day rate assuming an eight (8) hour day.
- h) There is an eight (8) hour minimum charge for all one- day service calls and a four (4) hour minimum charge for each day after the initial day of Field Services.

- 4. **TIME SHEETS:** Before the work commences, satisfactory arrangements must be made with Det-Tronics to review and sign Daily Time Sheets. Buyer must confirm in writing to Det-Tronics whether Buyer or its authorized representative will be signing the Daily Time Sheets. Disputes of any nature must be immediately reported in writing to Det-Tronics. Approval and acceptance of the work will be assumed if no arrangements have been made to sign the Daily Time Sheets and invoicing will be submitted accordingly. Work identified on a Daily Time Sheet is deemed accepted upon signature of that document by Buyer or its authorized representative.

**5. TRAVEL AND LIVING EXPENSES:**

Airfare.....	At Cost +15%
Auto Rental .....	At Cost +15%
Mileage.....	Based on the IRS rate for the year incurred + 15%
Tolls.....	At Cost +15%
Parking.....	At Cost +15%
Motels, meals, etc. ....	At Cost +15%

**6. LIMITED WARRANTY:** Det-Tronics warrants that Field Services will be performed in accordance with generally accepted industry standards and practices by competent personnel. Det-Tronics agrees to re-perform any Field Services it has performed and which are shown to the satisfaction of Det-Tronics to have been performed in a defective or faulty manner. Buyer must provide Det-Tronics notice of such defective or faulty services immediately upon the conclusion of the Field Service performance to effect this Field Services Limited Warranty.

Det-Tronics shall correct such defective work on an eight (8) hour per day, forty (40) hour per week basis. Re-performance shall constitute the exclusive remedy of Buyer. The cost of overtime, if required, shall be paid by Buyer at the applicable overtime rates in force at the time of the work.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXCEPT THAT OF TITLE, WHETHER EXPRESS, WRITTEN, ORAL OR IMPLIED IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE). ANY ADDITIONAL WARRANTIES OR REPRESENTATIONS MADE BY EMPLOYEES OR REPRESENTATIVES OR AGENTS OF DET-TRONICS NOT EXPRESSLY INCLUDED THIS LIMITED WARRANTY PROVISION ARE EXCLUDED AND DISCLAIMED BY DET-TRONICS.**

The foregoing shall constitute the sole remedy of Buyer and the sole liability of Det-Tronics for defective or faulty Field Services whether in contract, in tort, in warranty, in strict liability, or otherwise.

**7. PAYMENTS:** All invoices are due and payable within thirty (30) days of date of invoice, contingent upon Buyer having an approved credit line in place; otherwise Field Services charges must be prepaid in advance via wire transfer. Payment shall be made in the form of check, wire transfer or irrevocable letter of credit. In no event will cash be accepted. Unless otherwise agreed, all payments shall be in U.S. Dollars. Charges for Field Services over and above that agreed upon by the original order or offer but authorized by Buyer are due and payable upon receipt of an invoice for same by Buyer. Det-Tronics reserves the right to discontinue further Field Services until all outstanding invoices are paid. Payment for Field Services outside of the United States shall be made by Letter of Credit satisfactory to Det-Tronics or prepaid (based on the estimated amount), as Det-Tronics may elect. All Buyer indebtedness outstanding after the date due shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by applicable law, whichever is less. Buyer shall reimburse Det-Tronics for its reasonable costs and expenses, including without limitation attorney's fees, incurred in connection with efforts, including the institution of legal proceedings, to collect any past due indebtedness hereunder.

Buyer acknowledges that Field Services estimates provided by Det-Tronics are prospective approximations of total cost of services to be rendered and products to be delivered, if any, and that the amount owed after Field Services are complete may not exactly equal the prospective estimate. Buyer agrees to pay Det-Tronics for all accurately invoiced services rendered and products delivered even if the total amount invoiced differs from the Field Service estimate or Buyer purchase order amount.

**8. TAXES:** The prices provided herein are exclusive of any present or future federal, state, host country, or other sales or use taxes, duties, tariffs or levies, with respect to any Field Services covered hereby, and of any other present or future tax upon or measured by the gross receipts from this transaction or any allocated portion thereof. If Det-Tronics is required by applicable law or regulation to pay or collect any such tax on account of Field Services, then such amount of tax shall be paid by Buyer in addition to the prices herein

provided for, or Buyer shall reimburse to Det-Tronics the amount of any taxes which Det-Tronics is obligated to pay.

9. **INSURANCE:** Det-Tronics will supply an insurance certificate evidencing the insurance carried by Det-Tronics or its affiliates applicable to Field Services provided hereunder. The parties agree that this coverage constitutes full compliance with all insurance requirements applying to Det-Tronics in connection with the Field Services. Coverage will be on an occurrence basis and at the coverage limits stated in the insurance certificate. Det-Tronics does not provide copies of its insurance policies, certified or otherwise, nor does it name other parties as additional insured or agree to waive its or its insurer's rights of subrogation.
10. **INDEMNIFICATION:** Det-Tronics agrees to indemnify Buyer for third party losses due to personal injury or property damage to the extent directly caused by our negligent acts or omissions or the negligent acts or omissions of our employees or agents during the performance of the Field Services, but not to the extent caused by others. Buyer agrees to indemnify Det-Tronics for third party losses due to personal injury or property damage to the extent directly caused by Buyer's negligent acts or omissions or the negligent acts or omissions of its employees or agents. The indemnities contained in this Article 10 do not apply to events subject to Article 11 below.
11. **NUCLEAR LIABILITY INDEMNIFICATION AND LIMITATION OF LIABILITY:** This Article 11 pertains only to transactions in which Det-Tronics sells products or services ultimately destined for use in a Nuclear Facility. A **Nuclear Facility** is the entire site on which any nuclear operations are conducted, and includes but is not limited to commercial or governmental nuclear power plants or reactors; university or other research facilities with nuclear reactors; vessels using nuclear energy or storing nuclear weapons; or facilities engaged in nuclear waste processing, or functioning as a temporary repository or as a burial site. For such transactions, neither Det-Tronics nor its subcontractors, suppliers or employees will be liable for any loss of, damage to, or loss of use of any property, including Buyer's property, or for any such loss, damage, loss of use, injury or illness which arises out of or results from a nuclear incident or a precautionary evacuation in anticipation of such incident (whether or not such incident occurs) or from any nuclear risk or hazard. Buyer waives and will require its insurers to waive all rights of recovery against Det-Tronics and its subcontractors, suppliers and employees on account of such loss, damage, loss of use, injury or illness. Buyer shall be responsible for, and shall indemnify and hold harmless Det-Tronics and its subcontractors, suppliers and employees (including with respect to attorneys' fees, investigative costs, and other defense expenses) from all claims by any third party resulting from any cause including the negligence of Det-Tronics, its subcontractors, suppliers and employees and which arise out of any nuclear incident, precautionary evacuation in anticipation thereof, or any on-site property damage at the Nuclear Facility.

In no event and under no circumstances shall Det-Tronics, its subcontractors, suppliers or employees be liable to any person or entity (including Buyer) for damages caused by reason of unavailability of the Nuclear Facility, Nuclear Facility outage, Nuclear Facility shutdowns or service interruptions, loss of use of equipment or power systems, loss of profits or revenues, cost of purchased or replacement power, cost of capital, claims of customers of Buyer, or any other special, incidental, indirect or consequential loss or damage of any nature whatsoever. Buyer shall hold Det-Tronics and its subcontractors, suppliers and employees harmless from, and indemnify them with respect to, any such loss or damage claimed by any third party.

For orders or services subject to this Article 11, the total aggregate liability of Det-Tronics and its subcontractors, suppliers and employees arising out of or in connection with any order issued hereunder, from any cause whatsoever, whether based on breach of contract or in tort (including negligence, strict liability, products liability, gross negligence or otherwise), under any warranty, on any other theory of public or private law creating any kind of liability whatsoever, or for personal injury or property damage (including loss of use of, evacuation of, or damage to any property) shall in no event exceed the price paid by Buyer for the products sold or services performed hereunder.

Buyer shall, at its cost, secure and maintain in force insurance protection (in which Det-Tronics and its

subcontractors and vendors by name or description are additional insured or beneficiaries of waivers of subrogation) against liability or loss arising out of or arising from a nuclear incident, including the following:

- a) Nuclear property and liability insurance of the type issued by American Nuclear Insurers (ANI) or equivalent insurance, in the maximum obtainable amounts and in such form as shall meet the financial protection requirements of the Nuclear Regulatory Commission pursuant to Subsection 170(b) of the Atomic Energy Act of 1954, as amended, or, for Nuclear Facilities subject to non-US regulatory conventions, regulations or law, nuclear property and liability insurance of the type, in the maximum obtainable amounts, and in such form as shall meet the financial protection requirements of such applicable conventions, regulations or law.
- b) A government indemnity agreement with the Nuclear Regulatory Commission pursuant to Subsection 170(c) of the Atomic Energy Act of 1954, as amended or, for Nuclear Facilities subject to non-US regulatory conventions, regulations or law, a government indemnity agreement as provided by such applicable conventions, regulations or law.

The insurance and indemnities required above shall be maintained in effect as to each unit on the site from the day nuclear fuel is first shipped to the site at which such unit shall be located, and shall continue in effect for so long as such unit is operated or there is any chance of a nuclear incident.

- 12. LIMITATION OF LIABILITY:** In no event shall Det-Tronics or its subcontractors or vendors be liable to Buyer in contract, tort, strict liability, warranty, or otherwise, for any special, indirect, incidental or consequential damages of any kind, including but not limited to loss of anticipated profits or revenue, loss of use of system, non-operation or increased expense of operation of other equipment, cost of capital, cost of purchased or replacement product or power, or claims of customers of Buyer for any costs whatsoever. The remedies of Buyer set forth in these Field Services Terms are exclusive. The aggregate liability of Det-Tronics and its subcontractors and vendors with respect to Field Services, whether in contract (including the indemnity provisions hereof), in tort, in warranty, in strict liability, or otherwise, shall not exceed the amount paid by Buyer hereunder.

In the event Buyer and the final owner/user of the Field Services (the “**End User**”) are different parties, the following shall apply:

- a) Buyer shall obtain from the End User, in favor of Det-Tronics and its subcontractors and vendors, an agreement that End User will be bound by and limited to the remedies extended herein, or Buyer in lieu thereof will indemnify Det-Tronics from liability, damages, costs, losses, or expenses in excess of those provided for herein that are assessed against Det-Tronics in connection with its performance hereunder.
- b) Buyer shall obtain from the End User, in favor of Det-Tronics and its subcontractors and vendors, a release from consequential damages to the extent provided by this Article 12 (Limitation of Liability), or Buyer in lieu thereof will indemnify and hold harmless Det-Tronics from and against all liability, damages, costs, losses, and expenses that are assessed against Det-Tronics resulting from End User’s consequential losses of any nature.

- 13. FORCE MAJEURE:** Det-Tronics shall not be liable for any loss or damage resulting from delay in furnishing Field Services or non-performance if such delay or non-performance is caused by Acts of God, acts of Buyer, acts of Government, fires, floods, pandemics, strikes, riots, way embargo, transportation shortages, acts of any third party, unavailability of labor or materials, acts of suppliers, disputes with workmen, thefts, accidents or any other cause beyond the reasonable control of Det-Tronics which may delay or prevent completion of the work. Any costs incurred by Det-Tronics as a result of delays caused by Buyer or third parties not under the control of Det-Tronics or End User (as defined in Article 12 above) shall be paid by Buyer. The existence of any such cause or causes of delay shall extend the time of performance

by a time commensurate with the delay resulting from the force majeure or other event described herein; provided, however, if the event in question continues for a continuous period in excess of one hundred twenty (120) days, Det-Tronics may cancel Buyer's order on ten (10) working days' notice.

14. **TRAVEL WARNING/ALERT DESTINATIONS:** Any Field Services requiring onsite work to be performed in a country or territory identified as a Travel Warning or Travel Alert destination by the United States Department of State or Det-Tronics may be relocated, sub-contracted, delayed, or cancelled without penalty to or obligation on Det-Tronics depending upon the specific circumstances of the warning/alert and the specific project requirements or upon the reasonable determination by Det-Tronics or personnel of either of the foregoing that the location is unsafe or unfit for the performance of such Field Services.
15. **SITE INVESTIGATIONS:** Before Det-Tronics, its subcontractors or its vendors shall be required to perform any Field Services, Buyer shall perform, without cost to Det-Tronics, its subcontractors or vendors, all required site investigations and provide all related documentation necessary to permit Det-Tronics, its subcontractors or vendors, to safely perform the Field Services.
16. **DISCLAIMER OF SERVICES:** Any technical assistance, recommendations or suggestions provided by Det-Tronics are provided for informational purposes only and are dependent upon there having been full, complete and accurate information provided to Det-Tronics. The End User is responsible for ensuring that the actual installation is fully compliant with all local codes, is fully approved by the authority having jurisdiction, and achieves the desired performance. Recommendations of Det-Tronics cannot take into consideration unreported or missing data or unknown or future site conditions.
17. **MATERIALS FURNISHED IN CONJUNCTION WITH FIELD SERVICES:** In the event spare parts or materials are required in conjunction with Field Services or supplied by Det-Tronics, Buyer's authorized representative shall authorize the use and purchase of said parts or material on behalf of Buyer by signing the Field Service Representative Time Report. The parts or materials furnished in conjunction with Field Services shall be governed by the Det-Tronics Terms and Conditions of Sale for products, which are available at the following link and constitute part of these Field Service Terms:  
  
<https://www.det-tronics.com/content/documents/Det-Tronics%20Terms%20and%20Conditions%20of%20Sale%20-%20United%20States%20July%202024.pdf>-->Det-Tronics Terms and Conditions of Sale - Americas - Jul012024
18. **ACCEPTANCE OF BUYER'S ORDER OR OFFER:** The acknowledgement by Det-Tronics of Buyer's order or offer to purchase Field Services is an acceptance of Buyer's order and intended to embody the complete and exclusive contract of sale in relation to the subject matter hereof, and no understandings or agreements, verbal or otherwise, in relation thereto except as herein expressly set forth or incorporated herein by reference shall be binding on either party.  
  
The acceptance by Det-Tronics of Buyer's order(s) is on the condition that these Field Service Terms shall apply and shall constitute the complete contract between the parties. No terms or conditions endorsed on, delivered with, or contained in Buyer's purchase order, confirmation of order, specifications, or any other document shall form part of this contract and any verbal or other understandings or agreements which are in any way in conflict with or in addition to these Field Service Terms shall not be binding on Det-Tronics and shall not be applicable, unless expressly agreed to in writing by Det-Tronics herewith or hereafter.
19. **EXCEPTIONS:** Any exceptions or amendments to these Field Service Terms must be approved in a signed writing by an authorized representative of Det-Tronics.

20. **GOVERNING LAW:** This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota. The state courts of Minnesota and the United States District Court for the District of Minnesota shall have exclusive jurisdiction with respect to claims made hereunder.
21. **COMPLIANCE WITH LAW AND DET-TRONICS CODE OF ETHICS:** Buyer represents, warrants, certifies and covenants that it will comply with all laws applicable to the Field Services provided hereunder, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

Buyer acknowledges having read and understood the requirements and principles of the Det-Tronics Code of Ethics found at [Code of Ethics \(Det-Tronics.com\)](#) ("Code") and the business practices addressed therein, including but not limited to compliance with business practices governing improper payments, money laundering prevention, trade control, competition law and working with governments, which are a fundamental part of, and incorporated into, these Field Service Terms. Buyer represents and warrants that it shall comply with the Code and related business practices and shall be responsible for its employees' noncompliance with the Code or related business practices.

22. **GOVERNMENT PROCUREMENTS:** The components, equipment and services provided by Det-Tronics are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Det-Tronics' commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Det-Tronics will not agree to provide or certify cost or pricing data, nor will Det-Tronics agree to comply with the Cost Accounting Standards (**CAS**). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to these Field Service Terms except those regulations expressly accepted in writing by Det-Tronics.
23. **DATA PRIVACY:** The parties acknowledge and agree that in the execution and the administration of these Field Service Terms, personal information of either party may be collected and processed, as independent data controllers, for invoicing and contract management purposes, and that where a party provides the other party with any personal information for such purpose, it will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal information it has provided to the other, if needed. The parties shall neither sell, nor exchange for anything of value, personal information processed hereunder in the course of the performance of these Field Service Terms. Some Det-Tronics products and services may require specific data collection. Depending on the relevant product(s) and/or service(s), a specific Privacy Policy and Terms of Use may apply and may need to be accepted by the end-user. Det-Tronics may share personal information with service providers of Det-Tronics or its affiliates but only in accordance with applicable data privacy laws and with appropriate protections in place. Det-Tronics may store personal information on servers located and accessible globally by Det-Tronics entities and their affiliates and their service providers with appropriate protections in place.
24. **DET-TRONICS RESTRICTED COUNTRIES:** From time to time, for reasons of anti-corruption, anti-terrorism, trade compliance, and anti-money laundering, Det-Tronics may designate countries or territories as "**Det-Tronics Restricted Countries**." Det-Tronics will provide notice of updates to this list in writing. At the time of signing, this list includes Belarus, Russia, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, Kherson, Luhansk, and Zaporizhzhia regions of Ukraine.
- a. Buyer will not sell, supply, export, reexport, or transfer products, software, technology or services, directly or indirectly to an individual or entity (i) ordinarily resident in, or incorporated under the laws of, a Det-Tronics Restricted Country; (ii) the Government of a Det-Tronics Restricted Country; (iii) a party owned or controlled by a party in (i) or (ii); or (iv) a party acting on behalf of the foregoing.
  - b. Buyer represents and warrants that neither it nor its respective directors, officers, employees, or

affiliates is located, organized, or resident in a Det-Tronics Restricted Country.

- 25. INTERNATIONAL TRADE COMPLIANCE:** Sales and supply of products, software, services, and technology Buyer receives from Det-Tronics pursuant to this Agreement (the “**Product**”) may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities, including the European Union and its Member States, the United States, and the United Kingdom, (collectively, “**Trade Control Laws**”).
- a. Buyer will conduct all activities under this Agreement in compliance with Trade Control Laws.
  - b. Buyer will not sell, supply, export, reexport, or transfer Products directly or indirectly to an individual or entity that is prohibited under Trade Control Laws or these Terms from receiving the Products, including, without limitation, 1. (i) an individual or entity designated on the U.S. Department of the Treasury’s Office of Foreign Assets Control’s (“**OFAC**”) Specially Designated Nationals (“**SDNs**”) and Blocked Persons List, or the European Union’s Consolidated List of Sanctions, and the UK Consolidated List; (ii) the Government of a Venezuela or Afghanistan, (iii) an entity owned or controlled by a party in (i)-(ii), or (iv) a person acting on behalf of, or for the benefit of, a party in (i)-(iii) (Parties in subparagraph (i)-(iv) collectively, a “**Denied Party**”); 2. for an unauthorized end-use; or 3. otherwise in violation of Trade Control Laws.
  - c. Buyer represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is a Denied Party.
  - d. Notwithstanding any other provision of these Terms, Det-Tronics will not provide warranty, repair, replacement, or guarantee services for Products in Det-Tronics Restricted Countries, or held by, or on behalf of, Denied Parties, or otherwise in violation of Trade Control Laws.
  - e. Det-Tronics may terminate this Agreement effective immediately upon any of the following: 1. Buyer becomes a Denied Party; 2. Buyer violates Trade Control Laws with respect to any of the activities subject to this Agreement; or 3. Det-Tronics reasonably determines that its Trade Control Laws compliance obligations prohibit its performance (each a “**Trade Controls Event**”). Termination under this clause shall be deemed a termination for just cause, relieving Det-Tronics of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under this Agreement, or to deliver any Products or Services to Buyer.



- 26. GENERAL PROVISIONS:** Det-Tronics reserves the right to correct any typographical or clerical errors in any of the writings issued by it. Buyer may not assign any rights or delegate any performance owed under these Field Service Terms without the written consent of Det-Tronics. Det-Tronics may assign any rights or delegate any performance owed hereunder to any affiliate of Det-Tronics. Det-Tronics shall have the right to credit toward the payment of any monies that may become due to Det-Tronics hereunder any sums which may now or hereafter be owed to Buyer by Det-Tronics. Buyer shall pay Det-Tronics all fees, costs and expenses of Det-Tronics reasonably incurred in the enforcement of the rights of Det-Tronics under or with respect to these Field Service Terms, including, without limitation, reasonable attorneys' fees. Buyer shall not disclose any technical or proprietary information, including but not limited to price lists and product specifications, furnished by Det-Tronics or acquired by Buyer by virtue of or as a result of the implementation of these Field Service Terms to any person, firm, body or corporate authority and shall make all endeavors to ensure such technical or proprietary information is kept CONFIDENTIAL. Title to technical or proprietary information imparted or supplied by Det-Tronics to Buyer shall at all times remain the absolute property of Det-Tronics.

**Agreed and Acknowledged by Buyer:**

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_