



## GSA SCHEDULE# GS-24F-0024L

### GSA TERMS & CONDITIONS

Revised 10 JUNE 2011

Schedule Title: Schedule 66, Scientific Equipment and Services  
Group: FSC Group 66, Part II, Section J  
Classes:  
Contract Number: GS-24F-0024L  
Contract Period: April 18, 2001 to April 17, 2016  
Contractor: Avalex Technologies Corporation  
115A Gregory Square  
Pensacola, FL 32502  
Main: (850) 470-8464  
Fax: (850) 470-8461  
<http://www.avalex.com>

Business Size: Small Business  
Cage Code: 096Y5  
Fed Tax ID: 58-2030222  
Administration Source: Kimberlee Barehand  
(850) 470-8464 ext 243  
[kbarehand@avalex.com](mailto:kbarehand@avalex.com)

Erin Murphy  
(850) 470-8464 ext 230  
[erin@avalex.com](mailto:erin@avalex.com)

#### Terms & Conditions of Sale:

**Purpose:** Defines Avalex Technologies Corp. Terms and Condition of Sale and Warranties. These terms may be reproduced for buyers at their request; additionally these terms shall be referenced in all quotes, proposals, and acknowledgement of Purchase Orders.

**Scope:** Applies to all Avalex Technologies Corporation products, services and repairs.

#### I. APPLICABILITY

Any purchase order covering sale of Avalex Technologies Corp. ("Seller") products or services shall be governed solely by these Conditions of Sale and other written provisions mutually agreed upon in writing. Any oral understandings are expressly excluded. Any Conditions appearing on, incorporated by reference in, or attached to Buyer Requests for Quotes or Purchase Order Forms are hereby expressly rejected. Seller shall not be deemed to have waived these Conditions of Sale if it fails to object to provisions appearing on, incorporated by reference in, or attached to Buyer Requests for Quotes or Purchase Order Forms unless agreed to in writing and signed by an authorized representative of Buyer and Seller. Buyer's silence or acceptance or use of products or services constitutes acceptance to these Conditions of Sale. Any catalog, price lists, or outdated quotes do not constitute an offer. Seller reserves the right to reject any Order submitted for its acceptance.





**GSA SCHEDULE# GS-24F-0024L**

**GSA TERMS & CONDITIONS**

Revised 10 JUNE 2011

**2. PRICING AND PAYMENTS**

Price Quotes are believed to be accurate; however, Seller reserves the right to correct inadvertent errors in prices prior to acceptance of an Order. Purchase prices are stated in United States dollars, and payment shall be made in United States currency. In the event payments are not made in a timely manner for any Order, Seller may, in addition to all other remedies provided at law, either: (1) declare Buyer's performance in breach and terminate the Order for default; (2) withhold future shipments under the Order until delinquent payments are made; (3) deliver future shipments under the Order on a cash with Order or cash in advance basis even after the delinquency is cured; (4) charge interest on the delinquency at a rate of 1½ % per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges, or inventory carrying charges; or (5) recover all costs of collection including reasonable attorney's fees; and (6) at Sellers option combine any of the above rights and remedies as provided by law.

**3. SETOFF**

All amounts Buyer owes Seller under an Order shall be due and payable according to the terms of an Order. Buyer is prohibited from and shall not set off such amounts or any portion thereof, whether or not liquidated, against sums which Buyer asserts due it, its parent affiliates, subsidiaries or other divisions or units under other transactions with Seller, its parents, affiliates, subsidiaries or other divisions or units.

**4. PURCHASE ORDER ACCEPTANCE AND ACKNOWLEDGEMENT**

An "Order Acknowledgement" document will advise Buyer of forecasted delivery dates. The Order Acknowledgement shall override proposed schedule. In instances where quantities ordered prohibit total shipment within specified lead times, orders will be scheduled for earliest available delivery thereafter.

**5. CHANGES**

Seller at all times reserves the right to alter prices or designs without notice due to policy of continued improvement. Seller is entitled in its sole discretion without the consent of Buyer to make changes, additions or improvements to products being delivered under an Order without liability or obligation to incorporate such changes, additions or improvements in any item manufactured, sold or delivered prior to incorporation of the change, addition or improvement.

**6. DELIVERY**

Delivery shall be in accordance with delivery schedule noted in proposal letter/Order acknowledgement. Delivery of goods to common carrier or licensed trucker shall constitute delivery to Buyer and all risk of loss or damage in transit will be borne by Buyer. Seller reserves the right to make deliveries in installments. All such installments shall be separately invoiced and paid when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. Preservation, packing and packaging will be to standard commercial practices for domestic shipment. In the event a shipment is received damaged, notify delivery carrier at once and file a claim.





**GSA SCHEDULE# GS-24F-0024L**

**GSA TERMS & CONDITIONS**

Revised 10 JUNE 2011

**7. EXCUSABLE DELAY**

The Seller shall be excused from delays in delivery and performance of other contractual obligations under an Order caused by acts or omissions that are beyond reasonable control and without fault or negligence of Seller including but not limited to Government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license or suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, material shortages or delays in deliveries to Seller by third parties. If excusable delay circumstances extend for six months, either party may, at its option, terminate order without penalty or liability and without being deemed in default or in breach thereof.

**8. MATERIAL SHORTAGES AND ALLOCATIONS**

In the event Seller is unable to obtain in a timely manner material sufficient to fulfill all of its orders on hand, Seller shall have the right as a result of said material shortages to equitably allocate lesser quantities of products to be delivered to all Buyers on a proportionate basis and contract price shall be equitably adjusted, taking into consideration, among other things, reduced quantity of items to be delivered and increased production costs, if any to Seller as a result of manufacturing lesser quantities.

**9. INSPECTION**

The Buyer shall inspect and accept or reject products delivered pursuant to an Order immediately after Buyer takes custody of such products. In the event products do not comply with applicable Seller drawings, Buyer shall notify Seller of such noncompliance and give Seller reasonable opportunity to correct any noncompliance. Buyer shall be deemed to have accepted any products delivered hereunder and to have waived any such noncompliance in the event Seller does not receive written notification products delivered hereunder do not comply with Seller's drawings, within fifteen (15) calendar days after Buyer takes custody of products delivered hereunder.

**10. ORDER CANCELLATION**

Cancellation of orders for standard products are subject to minimum fifteen (15) percent fee. Cancellation of orders for custom products will be reviewed on case by case basis. Seller will determine appropriate cancellation charges. Each request for return will be reviewed on case by case basis by Seller and appropriate re-stocking fee established by Seller's Authorized agent based on Seller's ability to re-sell products. Restocking fee will be no less than Fifteen (15) percent of selling price. Additionally, reimbursement will also be required for shipping charges. Equipment must be unused, undamaged, in original packing and returned within 30 days of shipping from Seller to be considered for cancellation. All returns must be shipped with shipping charges prepaid.

**11. LIMITATION OF LIABILITY**

Seller's liability on any claim for loss or damage arising out of, connected with, or resulting from an Order, or from performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product or services rendered covered by or furnished under an Order shall in no case exceed price allocable to product or services which gives rise to the claim. In no event shall Seller be liable for special, incidental or consequential damages.





**GSA SCHEDULE# GS-24F-0024L**

**GSA TERMS & CONDITIONS**

Revised 10 JUNE 2011

**12. SPECIAL TOOLING AND DATA**

Unless otherwise agreed to in writing, all material, software, data processes, equipment, facilities and special tooling, which term includes but is not limited to jigs, dies, fixtures, molds, patterns, special taps, special gages, special test equipment, other special equipment and manufacturing aids and replacements thereof, used in manufacture of products covered by an Order shall be and remain the property of Seller. Seller retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, if any, furnished with the products.

**13. EXPORT**

Unless otherwise agreed in writing the Buyer shall be responsible for compliance with the export control laws and regulations of the U.S. Government, and when required by such laws and regulations shall obtain export and re-export licenses required for goods, services and technical data delivered under an Order. Seller shall not be liable to Buyer for any failure to provide goods, services or technical data as a result of the following U.S. Government Actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of U.S. export laws and regulations, after the date of an Order, that limits or has a material adverse effect on the cost of Seller's performance on an Order.

**14. TAXES**

The prices quoted do not include sums necessary to cover any taxes or duties including but not limited to Federal, State, Municipal excise, sales or use taxes or import duties upon the production, sales, distribution, or delivery of goods or furnishing of services hereunder. Any taxes or duties that are due and owing hereunder shall be paid by the Buyer. According, Seller reserves the right to revise its price after the execution of an Order between parties to include any and all taxes.

**15. WARRANTY**

Seller warrants products to be free from defects in materials and workmanship for one year from date of purchase. The Seller will, at its sole option, repair or replace any components which fail in normal use. Such repairs or replacement will be made at no charge to the customer for parts and labor. The customer is, however, responsible for any transportation cost to the Seller. The Seller will return the product to the customer at Seller's cost by the most economical method. This warranty does not cover failures due to abuse, misuse, accident or unauthorized Alterations or repairs. The warranties and remedies contained herein are exclusive and in lieu of all other warranties express or implied, including any liability arising under any warranty of merchantability or fitness for a particular purpose, statutory or otherwise. In no event shall the Seller be liable for any incidental, special, indirect or consequential damages, whether resulting from the use, misuse or inability to use this product or from defects in the product. Seller warrants repaired products to be free from defects in materials and workmanship for 90 days from date of repair. Repairs completed under warranty at no cost to Buyer will not extend original warranty period on product. Seller will, at its sole option, repair or replace any components which fail in normal use. Such repairs or replacement will be made at no charge to customer for parts and labor. The Buyer is, however, responsible for any transportation cost to Seller. Seller will return the product to the customer at the Seller's cost by the most economical method. This warranty does not cover failures due to abuse, misuse, accident or unauthorized alterations or repairs. The warranties and remedies contained herein are exclusive and in lieu of all other warranties express or implied, including any liability arising under any warranty of merchantability or fitness for a particular purpose, statutory or otherwise. In no event shall the Seller be liable for any incidental, special, indirect or consequential damages, whether resulting from the use, misuse or inability to use this product or from defects in the product.





## GSA SCHEDULE# GS-24F-0024L

### GSA TERMS & CONDITIONS

Revised 10 JUNE 2011

#### Information for Ordering Activities with GSA:

- 1a. Awarded SIN: 602-40 Avionics Test Equipment
- 1b. Lowest Priced Model/Price Per Unit: AVM-DB9-KIT, Mating Connector Kit for DB-9 Power Connector  
\$11.61 GSA including IFF
2. Maximum Order: \$300,000.00
3. Minimum Order: \$100.00
4. Geographic Coverage: Destination – 48 Contiguous United States and Washington, DC
5. Points of Production: Pensacola, FL
6. Basic Discount: 3.97% ALL
7. Quantity/Volume Discount: 11-20 units 5% discount  
21-30 units 10% discount  
31 or more units 15% discount
8. Prompt Payment Terms: Net 30 days
- 9a. Government Purchase Cards: Accepted up to the Micro-Purchase Threshold
- 9b. Government Purchase Cards: Accepted below the Micro-Purchase Threshold
10. Foreign Items: None
- 11a. Time of Delivery: 90 days aro \*Dependent upon product, must schedule\*
- 11b. Expedited Delivery: Contact Avalex Technologies Sales Department
- 11c. Overnight & 2day Delivery: ORIGIN via UPS/Fed Ex – account number must be supplied or actual shipping charges will be added to the invoice and will be shipped via UPS Ground service).
- 11d. Urgent Requirements: Please contact Avalex Sales Department.
12. FOB Points: ORIGIN (UPS or Fed Ex – account number must be supplied or actual shipping charges will be added to the invoice and will be shipped via UPS Ground service).
- 13a. Ordering Address: Avalex Technologies Corporation  
Attn: Sales Department  
115A Gregory Square  
Pensacola, FL 32502  
sales@avalex.com  
Main: (850) 470-8464  
Fax: (850) 470-8461
- 13b. Ordering Procedures: Purchase Orders via Fax/Email, Mastercard/Visa via Fax/Voice  
Please contact Avalex Sales for a price quote.
14. Payment Address: Avalex Technologies Corporation  
Attn: Finance Dept.  
115A Gregory Square  
Pensacola, FL 32502
15. Warranty Provisions: 1 year parts and labor  
(Contact Avalex for an additional extended warranty and price quote).
16. Export Packing Charges: No. All shipping charges are FOB Origin. End-user pays import fees.
17. Purchase Card Acceptance: Mastercard/Visa
18. through 24. N/A
25. DUNS Number: 824903389
26. CCR Registration: Registration is valid until 28 July 2011

