The following terms and conditions, together with any other terms and conditions specifically agreed to in writing by Seller, shall apply to all orders ("Order(s)") from, and sales of products ("Products") or services ("Services") to Buyer.

Any acceptance of any offer of Buyer is conditioned upon these terms and conditions or any additional terms and conditions proposed by Buyer in any document are objected to and shall not be binding upon Seller.

No salesperson is authorized to bind the Seller to any promise or understanding not expressed herein.

I. Prices

All prices are subject to change without notice in the event of any changes in cost of materials or labor specifications, quantities, delivery dates, conditions, or other terms of any order. In the event of delays caused by the instructions of the Buyer, or the failure of the Buyer to give the Seller adequate information. Prices do not include taxes, including but not limited to Value Added Tax (VAT), or government internal charges.

II. Delivery

Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of the Products or Services as early as thirty (30) days in advance of the agreed schedule. The point of delivery shall be "Ex-works" Seller's premises, unless otherwise specified by Seller. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. Where the Seller notifies the Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packaging materials for the Products at its own expense, and shall defend, indemnify, and hold harmless the Seller from any legal obligations in connection with such packing waste.

III. Payment

A. The term of payment shall be net thirty (30) days from date of Seller's invoice, unless otherwise specified. Payments shall be made by Buyer without any deduction or set-off. Unless otherwise agreed, payment shall be made in U.S. dollars. Seller may change the payment terms at the rate of 1.5% per annum, or such other rate as may be applied by law, whichever is less, accruing daily.

B. If the financial condition of the Buyer is unsatisfactory to Seller, Buyer may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or other. In the event of bankruptcy or insolvency of Seller, Buyer may immediately cancel any Order then outstanding.

B. These Terms of Sale together with any other terms specifically agreed to in writing by Seller and the Buyer shall constitute a complete and exclusive statement of the agreement between the parties, which prevails over any prior or contemporaneous oral agreements, understandings, proposals, warranties, or any information written or oral, expressed or implied. No modifications, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless in writing and signed by both parties.

IV. Variations in Quantity, Changes

Buyer shall accept delivery of quantities greater or smaller than the quantity specified in order(s), provided that any such variation shall not exceed 5% of the quantity originally specified, or two (2) units, whichever is greater. Seller shall not be required to make changes to the quantity ordered, nor to make any adjustments, material or otherwise in the submitted order notice and invoice. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

V. Export Controls; FCPA; Anti-Boycott

A. Buyer shall not make any disposition of the Products, by way of transshipment, re-export, diversion or otherwise, (1) except as applicable U.S. export laws and regulations may expressly permit, and (2) other than in and to the ultimate country of destination specified on Order(s) or as otherwise agreed by the parties in writing on Seller's invoice or in the End Use Statement that Buyer supplies to Seller. Seller shall not be named as shipper or exporter of record or U.S. principal party-in-interest (USPP) unless specifically agreed to in writing by Seller and Buyer. Buyer shall provide Seller with a complete and accurate list of the documents filed by Buyer for Export clearance purposes. At Seller’s request, Buyer shall supply end-use and end-user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.

B. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, in connection with Buyer’s sale or distribution of the Products or Services, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of the Products and/or Services has violated, nor caused to violate, the FCPA. If Buyer learns of or has reason to know of a violation of the FCPA in connection with the sale or distribution of the Products and/or Services, Buyer shall immediately advise the Seller.

B. Buyer further warrants that Buyer shall not violate or cause the seller to violate the U.S. Antih boycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended in connection with Buyer’s purchase of Products and/or Services and that Buyer shall not request or require Seller to make any statements or certifications against countries that are not subject to boycot by the U.S.

VI. Warranties

A. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery hereof. Seller warranties that Services performed shall be performed in accordance with generally accepted industry practice. If Buyer does not provide such timely notice, it shall be deemed to have waived any claim of nonconformance of the Products or Services, and Seller shall have no liability for such defect.

B. Seller's warranties do not apply to any Products which (1) have been altered or repaired by someone other than the Seller, or (2) have been subject to neglect, improper use, or any (3) are normally consumed in operation, or (4) have a normal life inherently shorter than the warranty period stated herein.

C. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for the returned Products until such time as Seller receives the same at its facility, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.

D. This section sets forth the limitations of Seller's liability in the event of nonconformity of the Products or Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. The foregoing warranties are in lieu of all other warranties, whether oral, written, expressed or implied.