

Terms and Conditions of Sale

- A. Customer's referenced Purchase Order constitutes a firm order for the product which is non-cancelable. The products 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 manufacturer and/or third party supplier of the parts. Buyer shall inspect all goods.
- B. All product shall be guaranteed for quality. There are two guarantees that the seller offers (1) Product that is currently in production by the product manufacturer at time of sale is covered by the warranty listed by the manufacturer. (2) Product that has been discontinued by the manufacturer shall carry a guarantee of quality for 180 days from the date of sale, unless expressed in writing at time of sale. Warranty terms and conditions will be provided at the request of the buyer before or after the sale.
- C. Any value added services or product modifications provided by the seller will have a warranty that will be available in written form to the buyer at request. The warranty shall be variable depending upon the services provided.
- D. Buyer's liability to Seller for products shall be aggregate of the full purchase price of all the products: (1) already shipped to Buyer, (2) held in the Seller's inventory for the Buyer, (3) manufactured, in whole or in part, by the Seller's supplier.
- E. Buyer's exclusive remedy for any defects in material and workmanship shall be limited, at the Seller's sole discretion to one of the following: (1) Repair or replacement of the defective product, (2) Refund of the purchase price; or (3) Crediting of the purchase price against future purchases by the Buyer. In no event shall the Seller be liable for any lost profits or any other incidental or consequential damages whatsoever, whether or not Seller has been advised of the possibility of those types of damages being incurred by the Buyer.
- F. All claims of shortage, damage, or shipment error must be made within 10 days of ship date.
- G. All returns must be authorized by Seller (RMA # issued). No returns will be accepted without an RMA #. Returns may be subject to a restocking fee. All returns must be received within 15 days of the RMA issue.
- H. Any invoice not paid according to the terms specified on invoice will bear a service charge of 1 ½% each month until paid. Buyer shall be responsible for all costs of collection
- I. Seller makes no representations concerning patents, trademarks, trade names, or service marks of any products sold to Buyer.
- J. The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.
- K. Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.
- L. California law will govern any disputes arising from this purchase order. The Superior Court of the State of California, County of San Diego will have exclusive jurisdiction over any matter resulting from this purchase order. In the event of any action on this purchase order, the prevailing party shall recover reasonable attorney fees and costs as damages. Before either party initiates any type of action, the parties will participate in mediation, which must last at least four hours, unless the dispute is resolved in a shorter amount of time.
- M. Failure by Seller to enforce any rights here under shall not constitute a waiver of those rights or any other rights. All waivers must be in writing and signed Seller.