

TERMS AND CONDITIONS OF SALE

A. Customer wishes to purchase from Seller certain products which are non-cancelable/nonreturnable/non-reschedulable (NCNR) for reasons of obsolescence and/or non-standard character and/or otherwise.

B. 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.

C. Buyer's liability to Seller for products shall be the aggregate of the full purchase price of all the products: (i) already shipped to Buyer, and/or (ii) held in Seller's inventory for Buyer, and/or (iii) manufactured, in whole or in part, by Seller's supplier. D. Seller warrants to Buyer that for a period of thirty days following the delivery of the product to Buyer, the products shall be free from defects in workmanship and material and will function in substantial compliance with the manufacturer's specifications. THE FOREGOING WARRANTY IS THE ONLY WARRANTY MADE BY SELLER WITH RESPECT TO THE PRODUCTS. There are no representations or warranties of any kind by the seller, express or implied with respect to the condition or performance of the products, including but not limited to their merchantability or fitness for a particular purpose.

D. Seller makes no representations concerning patents, trademarks, tradenames or service marks of any of the products sold to Buyer.

E. 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.

F. Buyer's exclusive remedy for any defects in material and workmanship shall be limited, at Seller's sole discretion to one of the following: (i) Repair or replacement of the defective products; (ii) Refund of the purchase price; or (iii) Crediting of the purchase price against future purchases by Buyer. In no event shall 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 any of those type of damages being incurred by Buyer.

G. 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.

H. 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.

I. All claims of shortage, damage or shipment error must be made within 10 days of ship date. All returns must be authorized by Seller (RMA # issued). No returns will be accepted without an RMA #. Such returns are subject to a 15% restocking fee. All returns must be received within 15 days of RMA issue.

J. 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.

K. Failure by Seller to enforce any rights hereunder shall not constitute a waiver of those rights or any other rights. All waivers must be in writing and signed by Seller.