

TERMS and CONDITIONS

The following terms and conditions of sale apply to any sale of products by Quantic Paktron ("Seller"), to any unrelated party ("Buyer"). The terms "purchase order" or "sales order" are documents detailing the purchase of products by "Buyer" from "Seller". "Purchase Order" and "Sales Order" are synonymous for these terms and are herein referred to as "Orders". Change Order is written documentation depicting a change in terms to an existing order.

1. Terms of payment are 30 days net from the date of Seller's invoice. F.O.B Seller's plant.
2. All orders subject to applicable minimum billing charge in effect at time of shipment.
3. Delivery is subject to delay caused by riot, fire, flood, accident, governmental law, regulation or order, and any other cause beyond Seller's reasonable control, or by delay of subcontractor for any such cause. Seller reserves the right to terminate delivery or cancel contract for any such cause.
4. Prices are in US dollars and are subject to change without notice if shipped more than ninety (90) days from date of order and will be adjusted to Seller's price in effect at time of shipment.
5. Seller reserves the right to schedule its production and to make deliveries accordingly. In case Buyer specifies deliveries to be made in installments which do not conform to such schedule and Seller elects to deliver as specified by Buyer, Seller shall have the right to adjust the price to cover Seller's additional costs.
6. Buyer assumes liability for all state and local taxes which are or may become applicable to this transaction. Prices do not include any taxes unless so specified on quotation or on acknowledgment of order.
7. If Buyer repudiates the contract or notifies Seller to stop performance or cancel the order, Seller shall have the right to deliver all finished goods and goods in process, and Buyer agrees to accept them and to pay the Seller the contract price for goods finished and delivered by Seller plus reimbursement for unfinished goods.
8. All drawings, dies and tooling remain the exclusive property of Seller.
9. Seller warrants the goods to be free from defects in materials or workmanship for ninety (90) days after first use or six (6) months from date of shipment, whichever is earlier; but does not warrant or assume any responsibility that they are suitable for their intended use. Buyer's failure to give written notice to Seller within ten(10) days of receipt of goods, of any visible damage, defects, or shortages constitutes a waiver by Buyer of all such claims in respect of such goods. Buyer's failure to give written notice to Seller of all other defects or claims within ten (10) days of discovery or ninety (90) days after first use or six (6) months from date of shipment, whichever is earlier constitutes a waiver by Buyer of all such claims. Buyer's exclusive remedy for any damages, including consequential damages, will be a refund of the purchase price or replacement of any defective goods returned to Seller after notification of such defects, within the time limits provided. There are no warranties express or implied which extend beyond these terms.

Important notice to Purchasers and Users:

All statements, technical information and recommendations are based on tests we believe to be reliable, but their accuracy or completeness is not guaranteed. Buyer shall determine the suitability of the product for the intended use and Buyer and user shall assume all risk and liability of every kind. Any other statement or recommendation shall not be binding or have any force unless in a separate written agreement signed by officers of Seller and manufacturer.