

# TERMS AND CONDITIONS

1. **TERMS OF AGREEMENT:** These terms and conditions govern the sale of Products by Cal-Chip Electronics, Inc.

Objection to any term herein must be in writing and shall not be deemed timely unless received by Seller within fifteen (15) days from invoice date. Buyer's failure to object as specified will be deemed conclusive acceptance of all the terms and conditions of this acknowledgement.

2. **WEBSITE: WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** The USER (yourself) understands and agrees that the program and support materials are provided as is and Cal-Chip Electronics makes no warranties regarding the program, data or the support materials, either express or implied. Cal-Chip Electronics specifically disclaims the implied warranties of merchantability and fitness for use for a particular purpose. Cal-Chip Electronics shall in no event be liable for any general, special, incidental, consequential, financial or exemplary damages arising out of the use of the program, web site or the support materials by USER.

3. **ORDERS:** All orders place by Buyer are subject to acceptance by seller. No acceptance by the Seller of any order shall be deemed to be an acceptance of any provision of the Buyer's purchase order form. No purchase order or written or oral agreement will modify this order, including these terms and conditions, unless specifically agreed to, in writing, by Seller, Seller may in its sole discretion allocate Products to its Customer. Seller may designate certain Products as NCNR (non-cancelable, non-returnable).

4. **PRICES:** (a) The prices of the Products are those specified on the front of the invoice. Pricing for undeliverable Product may be increased in the event of any increase in Seller's cost, change in market conditions or any other causes beyond Seller's reasonable control. Price quotations, unless otherwise stated, shall automatically expire thirty (30) calendar days from the date issued and may be canceled or amended within that period upon notice to Buyer. (b) Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state, and local sales, excise and value added taxes, and similar taxes. Buyer agrees to pay these taxes unless Buyer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Buyer's place of business and any jurisdiction to which Product is to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Buyer agrees to indemnify and hold harmless Seller for any liability for tax in connection withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate on seller's invoice.

5. **TERMS:** (a) Corporate standard terms of payment are net thirty (30) days from the date of invoice unless otherwise specified in writing by Seller. Seller may invoice each shipment separately and each shipment shall be considered and separate and individual contract. Buyer agrees to pay such invoice pursuant to its terms without the benefit of setoff or deduction. (b) All amounts past due shall bear interest at the rate of 1.5% per month or at the maximum rate allowable by California Law. Seller's obligation to produce or deliver hereunder is conditioned upon continued good credit of Buyer and upon Buyers' payment when due of any sum owing by Buyer to Seller under any agreement between the parties. Based on Seller's reasonable judgment, if Buyer's financial condition at the time the merchandise is ready for shipment does not justify the terms specified, the Seller reserves the right to change these terms to require full or partial payment in advance, or to ship the goods C.O.D. (c) Seller retains a security interest in the Products delivered to Buyer, and in their accessories, replacements, accessions, proceeds and Products, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under this Agreement. If Buyer fails to pay any amount when due, Seller shall have the right to repossess and remove all or any part of the Collateral from Buyer, but not from Buyer's Customers. Any repossession or removal shall be without prejudice to any other remedy of Seller hereunder, at law or in equity. Buyer agrees, from time to time, to take any act and execute and deliver any document (including, without limitations, financial statements: reasonably requested by Sellers to transfer, relate, perfect, preserve, protect and enforce this security interest.

6. **SHIPPING:** FOB Origin excluding Pre-Pay and Bill customers.