

Ttek Assemblies Inc. TERMS AND CONDITIONS

GENERAL

Orders placed shall not be binding until received and approved at the seller's home office. All orders, when approved, shall be deemed subject to all of the following terms and conditions unless modified, in writing, and signed by seller and buyer.

PRICING

Prices quoted are valid for thirty days only. Lead times and requested delivery dates are approximate. A scheduled date will be determined at the time of order acknowledgment.

Pricing is based on the quantity of items ordered or the price agreed upon. All orders must be released in their entirety. In the event that a portion of the order is canceled, the unit price shall revert to the price of the smaller quantity delivered. A minimum of eight weeks lead time is required for any downward revision of schedules, or for cancellations. (The quotations identification ie. customer P.O. number will be referenced on the customer's order acknowledgment).

Price adjustments may be made to reflect changes in nickel and cadmium price compared to the base price used in the quotation. The base price used for nickel and cadmium in all quotations is the previous month's average as reported in the American Metals Market. The changes shall be computed as follows: the change in the battery price due to nickel price change shall be at the current per ah per cell for each lb. Change in the price of electrolytic nickel cadmium as reported in the American Metals Market.

The adjustment in price shall be circulated on a per cell basis to the nearest tenth of a cent. Battery prices shall be adjusted by the change in the price per cell times the number of cells in the battery. The price adjustment will be applied on all products 60 days after the adjustment is made. Example: Shipments made in September 1994 would use July 1994 monthly adjustment. The base price of the metals must be shown on all orders where adjustment for metal clause is to be made.

All batteries are sold F.O.B. point of shipment. Transportation collect is preferred.

DELIVERY

Delivery of goods to common carrier or licensed trucker shall constitute delivery to buyer, and all risks of loss or changes in transit shall be borne by the buyer.

The seller shall not be liable for failure to deliver or delays in delivery caused by strikes, lockout, fire, inability to obtain materials, shipping space, breakdowns, delays or carriers or suppliers, governmental action regulations, and other causes beyond seller's control.

Seller reserves the right to make delivery in installments, unless otherwise specifically stipulated. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in delivery at any installment shall not relieve the buyer of its obligation to accept remaining deliveries.

CANCELLATION

The purchaser may cancel his order upon written notice and upon payment to the Company of cancellation charges, which shall take into account among other things, expenses incurred and commitments already made by the Company for component parts specific to the buyer. The buyer is responsible for any parts purchased by Ttek Assemblies Inc. to prepare the original order. Ttek Assemblies Inc. will make reasonable efforts to cancel parts or use them for other projects to reduce the buyer liability.

WARRANTY AND LIABILITIES:

The warranty period is 6 months from the code date printed on the cells, or batteries for cells originating from China, 12 months on nickel based cells, and 18 months on lithium cells. The warranty is void if the storage conditions and temperature are not adhered to as specified. The warranty is void if the product is subjected to abuse, physically damaged, or charged in an abusive manner with an improper charging device. The warranty applies to all value added services provided by Ttek Assemblies Inc. Ttek Assemblies Inc. does not warranty the component parts. Component parts are the express responsibility of the manufacturer and fall under the warranty of the manufacture of the component part.

There is no other express warranty or implied warranty including those of merchantability and fitness. Products used for a particular purpose are limited to the express warranty period. Liability for consequential or incidental damages under any and all warranties are excluded.

It is at the sole discretion of Ttek Assemblies as to whether the product will be repaired or replaced.

Seller reserves the right at any time to revoke any credit extended to buyer because of buyer's failure to pay for any goods when due or for any reason deemed good and sufficient by seller and in such event, all subsequent shipments shall be paid for upon delivery.

RETURN MATERIAL AUTHORIZATION

Authorization for the return of material claimed to be defective must be obtained prior to shipment, and all transportation charges must be prepaid by seller. A Return Material Authorization (RMA) number will be assigned and must appear on all packages returned to Ttek Assemblies Inc. and referred to in all correspondence. Returned material will be subject to inspection and test, and final determination as to whether or not any adjustment is due. The amount of credit, in the event Ttek Assemblies Inc. agrees the product to be defective, will be calculated based on the latest or last invoiced price.

TERMS OF PAYMENT

The terms shall be net thirty (30) days from invoice date. Delinquent balances are subject to carry charges at the maximum rate permitted by law.