

Westek Electronics, Inc. Terms and Conditions of sale

ACCEPTANCE Acceptance of any order from Buyer is limited and governed by these Terms and Conditions. Any additions, deletions, or differences in the terms proposed by Buyer are hereby rejected unless Westek Electronics, Inc. (Westek) and Buyer agree otherwise in writing. Waiver of Westek's terms and conditions can only be made in written form, signed by an officer of Westek. Westek's failure to enforce Terms and Conditions or failure to object to provisions contained in any of Buyer's forms (purchase orders or contract) shall not be deemed an acceptance of such forms, nor a waiver of Westek's Terms and Conditions.

CANCELLATION A sales contract may not be modified or rescinded except by a written amendment signed by both Westek and Buyer. Buyer, in the absence of contrary written agreement between Westek and Buyer shall pay termination charges which shall include any amount Westek must pay to its suppliers due to any termination of a purchase order for product intended for Buyer, in addition to a 30% cancellation fee.

CREDIT TERMS & PAYMENT If approved by Westek for credit terms, Buyer shall pay each invoice within the credit terms granted. Cash discounts do not apply to transportation charges. Price is F.O.B. first point of shipment unless otherwise stated on the front hereof. Title to risk of loss of the product pass to Buyer upon delivery to carrier.

EXPECTED DELIVERY Shipping date is estimated on the basis of immediate receipt by Westek of Buyer's order and all information, accepted and approved drawings and samples to be furnished by Buyer to Westek. Westek will endeavor in good faith to ship by estimated shipping date and shall have the right to make partial shipment. Changes in specifications or estimated shipping dates may be made by mutual written agreement of Westek and Buyer. Rush fee and/or rescheduling charges will be applied where such changes affect Westek's time or cost of performance.

WARRANTY/RETURNS Westek warrants that it has good title to the merchandise and that the merchandise is free and clear of all liens, encumbrances and security interests. Westek further warrants that the merchandise is of good quality and free from defect, whether patent or latent, in material or workmanship. Westek agrees, in connection with the items sold hereunder, to correct at its expense any defect or defects in workmanship or material which may exist or develop under proper or normal use during a period of two years (or unless otherwise specified in the sales contract) from the date of manufacture of the defective item or items. If upon inspection, Westek determines that such defect or defects was not due to any defect in material and workmanship, at Westek's sole discretion, Westek will, upon proper instruction from Buyer, proceed to correct and service such items to the best of its ability at the Buyer's expense. Buyer must obtain authorization for return prior to return of said product by calling Westek's RMA Department at (800) 526-2673. Product is to be returned freight and insurance prepaid and in the original or comparable packaging. Return authorization number must appear on the outside of each returned package. Any alteration to product (i.e. removal, damages or tampering of labels or seals, defacement or abuse) will void the warranty. A 30% restocking fee will be applicable on all non-custom merchandise returned found non-defective. Westek does not accept return of any custom products. Buyer may either receive credit for merchandise less restocking fee, or may accept return of said merchandise, freight collect.

TECHNICAL ASSISTANCE Technical support is available from 5AM to 5PM PST, Monday through Friday at (800) 526-2673 for merchandise purchased from Westek authorized distributor.

CLAIMS Claims made for errors or shortages must be made to Westek within 24 hours of receipt of shipment. External visible damage to a package must be noted to the courier and the shipment refused. Claims for goods damage in transit must be filed against the carrier.

LATE CHARGES 2% per month will be assessed on all past due accounts.

LITIGATION The parties hereto expressly agree that if it is necessary for either party to institute litigation, other than Small Claims court actions, litigation may only be filed in Santa Cruz County, California. If action is instituted to enforce any provision of this document, Buyer agrees to pay all collection costs, court costs and reasonable attorney fees. All Small Claims Court actions must be filed in Santa Cruz County jurisdiction.

RETURN CHECK POLICY There will be a minimum \$30.00 service charge per check returned unpaid. Please note that the issuing party may be held liable for three times the amount of the check plus the maximum penalties allowed by law.

LIMITATION OF LIABILITY Westek will not be liable for special, incidental or consequential damages arising out of the use of items sold hereunder and in no event shall the liability of Westek exceed Westek's current selling price of the items originally purchased. Any credit issued is valid for 120 days from the date of issue and will expire if not used within that time period. Westek accepts no liability, express or implied, for items covered under manufacturer's warranty.

CREDIT CARD CHARGES Buyer agrees and grants Westek it's full authority to charge Buyers credit card prior to shipment of Buyer order.

BUYER AGREEES THAT THE PLACING OF ANY ORDER WITH WESTEK IS AN EXPLICIT ACCEPTANCE OF THESE TERMS AND CONDITIONS.