



SELLER'S STANDARD TERMS AND CONDITIONS OF SALE

1. All sales are governed by SELLER'S standard terms and conditions of sale set forth below, notwithstanding any provisions submitted by BUYER. Acceptance of the order is expressly conditioned on BUYER'S assent to SELLER'S terms and conditions. SELLER specifically rejects any different or additional terms and conditions and neither SELLER'S performance nor receipt of payment shall constitute an acceptance of them.
2. Minimum order amount is \$75.00 (net invoice). Orders placed below this amount are subject to a below minimum fee.
3. CREDIT - Acceptance of any order is subject to final credit approval.
4. TITLE, RISK OF LOSS, INSURANCE – Title and risk of loss, injury or destruction to the product shall pass to BUYER after SELLER delivers the product to the carrier. F.O.B. SELLER'S place of business at 14791 Franklin Avenue, Tustin, CA 92780. After title and risk of loss have passed to BUYER as specified above, BUYER shall at the expense of BUYER, insure the product and keep the product insured in favor of SELLER as the interest of SELLER may appear until the purchase is paid in full.
5. PRICE CHANGES - Prices are subject to change without notice at any time prior to shipment.
6. TAXES – Sales taxes are collected in accordance to California's State Board of Equalizations regulations. BUYER shall reimburse SELLER for all taxes, excises or other charges which SELLER may be required to pay to any government (national, state or local) upon, or measured by, the production, sale, transportation, delivery or use of the materials sold hereunder.
7. TAX EXEMPT SALES - A Resale Tax Exemption Certificate must be properly completed and in our files prior to or at the time of purchase.
8. Air shipments and shipments to foreign lands are subject to special packaging and handling charges. Charges are quoted on an individual order basis.
9. RETURNS - No unauthorized returns will be accepted. Authorized returns meeting product specifications and returned within 30 days of purchase are subject to a 20% restocking charge.
10. WARRANTY DISCLAIMER - SELLER makes no warranty of, and shall have no liability for, merchantability, fitness for a particular purpose (even if seller is aware of such purpose) or otherwise, whether express or implied, other than that the product upon delivery point shall substantially comply with data presented in the SELLER'S latest technical data bulletin describing the product. BUYER agrees to inspect the product immediately upon delivery and to give notice in writing to SELLER of any claim within 30 days after delivery. Failure to give notice in writing within the 30 days after delivery constitutes an unqualified acceptance of the product and a waiver of all claim with respect thereto.
11. LIMITATIONS OF CLAIMS - No claim by BUYER of any kind shall be greater in amount than the purchase price of the materials in respect of which damages are claimed. In addition, SELLER shall have no liability whatsoever for incidental, indirect or consequential damages (including, but not limited to, damages for injuries to persons or to property). Failure by BUYER to give SELLER written notice of claim within 10 days from date of delivery or, in the case of nondelivery from the date fixed for delivery, shall constitute a waiver by BUYER of all claims in respect of such materials. Any action for breach of this contract (other than for nonpayment of the purchase price) must be commenced within one year after the cause of action has accrued.
12. EXCUSES FOR NON-PERFORMANCE - If the manufacture, transportation, delivery, or receipt by either party of any material covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference. If by reason of any such event or cause, the quantities of the materials covered hereby, or of any materials used in the production thereof, reasonably available to SELLER shall be less than its total needs for its own use and for sale. SELLER may allocate its available supply of any such materials among its existing or prospective purchasers and/or its own departments, divisions and subsidiaries in such manner as SELLER deems proper, without thereby incurring liability for failure to perform this contract.
13. LAW APPLICABLE - This contract between BUYER and SELLER is to be construed, and the respective rights and duties of BUYER and SELLER are to be determined, according to the law of the State of California.
14. NON-ASSIGNABILITY - This contract between BUYER and SELLER is not assignable or transferable by either party, except to its successor or to the transferee of all substantially all the party's assets to which this contract relates.
15. FAIR LABOR STANDARDS ACT - SELLER represents that the materials covered hereby have been produced in compliance with the requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended.
16. WAIVER – Failure of SELLER to exercise any right under this contract shall not be deemed a waiver thereof.
17. If the goods covered by this transaction are to be shipped by the SELLER to a destination outside the United States, the following special terms and conditions will also apply. Title, ownership, right of possession and risk of loss to the product shall pass to BUYER after SELLER delivers the product to the carrier. F.O.B. SELLER'S place of business at 14791 Franklin Avenue, Tustin, CA 92780. After title and risk of loss have passed to BUYER as specified above, BUYER shall at the expense of BUYER, insure the product and keep the product insured in favor of SELLER as the interest of SELLER may appear until the purchase is paid in full.