

TERMS AND CONDITIONS OF SALE

- A. Buyer's referenced Purchase Order constitutes a firm order for the product which is noncancelable. The products are non-returnable, for any reason whatsoever, including but not limited to, reasons stemming from force majeure or acts of God, except for quality related issues duly acknowledged in writing by the manufacturer and/or third-party supplier of the parts.
- B. Buyer agrees to pay all applicable sales, value added, withholding, or any other tax, tariff, duty, or fee imposed as the result of the sale, delivery, or execution of the agreed Purchase Order.
- C. Seller makes no representations concerning patents, trademarks, tradenames, or service marks of any Product sold to Buyer.
- D. Products sold by Seller are not designed, intended, or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend, and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.
- E. The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.
- F. All claims of shortage, damage or shipment error must be made within 10 days of ship date. Seller's liability to Buyer is limited to repairing or replacing, at the Seller's option. All claims must be returned to the Seller's designated locations. The defective part must be shipped with proper RMA number issued, and in its original or equivalent packing. In no event shall the Seller be liable for any lost profits or any other incidental or consequential damages whatsoever; Whether the Seller has been advised of the possibility of any of those type of damages being incurred by Buyer, or not. Software and hardware incompatibility of other Parties products are not covered by warranty. All shipping costs are the responsibility of the customer. All returns must be received within 30 days of RMA issue. Displays 26' or larger must be palletized and returned upright to avoid stacking or the warranty is void.
- G. Buyer shall have no claim, unless agreed prior, to any material that is in excess to contract performance.
- H. Any invoice not paid according to the terms specified on invoice will bear a service charge of 1% each month until paid. Buyer shall be responsible for all costs of collection.
- I. No rescheduling requests will be considered within 30 days of the earliest requested ship date. Any request for order rescheduling must be submitted in writing and approved in writing by the Seller 30 days prior to the original contracted delivery date.
- J. A (3.5%) credit card transaction fee will be assessed for all Purchases paid for by credit card.**
- K. California law will govern any disputes arising from this purchase order. The Superior Court of the State of California, County of San Diego will have exclusive jurisdiction over any matter resulting from this purchase order. In the event of any action on this purchase order, the prevailing party shall recover reasonable attorney fees and costs as damages. Before either party initiates any type of action, the parties will participate in mediation, which must last at least four hours unless the dispute is resolved in a shorter amount of time.
- L. Failure by Seller to enforce any rights hereunder shall not constitute a waiver of those rights or any other rights. All waivers must be in writing and signed by Seller.