

**ANALOG MODULES, INC.
STANDARD TERMS AND CONDITIONS**

1. **ACCEPTANCE:** All quotations and proposals covering Seller's products are made and all contracts or purchase orders for said products are accepted under the strict limitations that the terms and conditions set forth herein shall be applicable thereto. Any provisions on Buyer's purchase order or other documents issued by Buyer which are at variance with or in addition to these terms and conditions are rejected hereby. All contracts and orders are subject to approval and acceptance in writing by seller or at its Florida office.

2. **PRICES:** Prices are net and are not subject to trade or other discounts, and do not include any federal, state, county, local or other taxes, however designated, or costs of special packaging and insurance. Said charges, when applicable, shall be paid by Buyer. However, Buyer may provide Seller with an appropriate tax exemption certificate acceptable to the taxing authorities.

Unless requested by Buyer, Seller shall have no obligation to obtain insurance for Buyer. However, Seller may obtain insurance at Buyer's expense for C.O.D. shipments.

3. **PAYMENT AND ACCEPTANCE:** Payment for products and all other charges shall be made in full within thirty days of the date of invoice, unless otherwise specified. If, in the judgment of Seller, the financial condition of Buyer at any time does not justify shipment on the terms of payment originally specified, Seller may require full or partial payment in advance or may ship C.O.D. In the event of the bankruptcy or insolvency of the Buyer, whether or not under the Federal bankruptcy laws, the Seller may, at its option, refuse delivery except for cash (including payment for all goods theretofore delivered), stop delivery of goods in transit, reclaim the goods upon demand, or cancel or resell any order then outstanding and be entitled to reimbursement for all cancellation or resale charges. Up to 30 days are allowed for acceptance of the product. In the event of non-acceptance, the Buyer must immediately notify the Seller of the reasons. The Seller may repair or replace or credit the Buyer the purchase price at the Seller's option.

The Buyer will pay any shipping charges to return the unit, and the Seller will pay for re-shipment if applicable. After 30 days, the invoiced amount shall not be subject to set-offs for any claims by Buyer against Seller, including any claims for products returned by Buyer for repair or correction of defects.

If the involved amount or any part thereof is not paid by Buyer when due, Buyer hereby agrees to pay Seller interest at the rate of eighteen percent (18%) per annum on all such amounts from the date due until paid. If shipments are delayed by

Buyer, payments shall become due on the date Seller is prepared to make shipment. Products held for Buyer shall be at the expense of Buyer. Modifications or design changes after acceptance are the Buyer's responsibility.

4. **FAIR LABOR STANDARDS ACT:** Seller certifies that products furnished hereunder have been or will be produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued thereunder.

5. **WARRANTY:** For a period of twelve (12) months after shipment, products are warranted against defects in material and workmanship. The warranty does not cover abuse, alterations, improper application or installation, accident or negligence in use, storage or handling, or exceeding ratings.

Every product has a date code which determines the date of warranty expiration. Standard products may have an earlier date code which is recorded at the time of shipping to initiate the warranty period. If the date code is removed, the warranty may be voided at the Sellers option. To initiate a warranty claim, Buyer must notify the Seller. Return authorization must be granted by Seller. Unauthorized returns will be refused. Product shall be returned to the Seller with transportation and insurance prepaid by Buyer. If the Seller determines that the product is not defective or that the Seller is not liable for the defect, the Buyer will be notified; thereafter, the Seller will repair or replace the product upon Buyer's written consent and at prevailing prices.

This warranty applies only to the original buyer and is not transferable except at the discretion of the Seller. Repairs and replacements made under this warranty are not warranted beyond the remainder of the warranty period.

Buyer's sole and exclusive remedy with respect to the Warranty given by Seller shall be strictly limited, at Seller's sole election, to the remedy or remedies provided for in the product Warranty.

THERE ARE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE WARRANT OR CONTRACT INCORPORATING THESE TERMS AND CONDITIONS.

6. **DELIVERY AND CANCELLATION:** Seller will not incur any liability for any reason other than an arbitrary refusal of Seller to perform. Delivery dates furnished by Seller represent the best estimates of the time required to make shipment.

Cancellation for Buyer's convenience are subject to approval by factory and shall incur a charge for reasonable costs. The Seller will provide a written breakdown of cancellation charges.

7. **LIABILITY:** The Seller shall not be liable for any incidental, special or consequential damages of any nature whatsoever, or for any delay or loss of use (including, without limitation, lost revenues or lost profits) arising out of, resulting from, or in any way related to the sale of any products by Seller.

8. **PROPRIETARY INFORMATION:** Buyer agrees that any data, such as Seller's specifications, drawings, and information (including, without limitations, designs, reports, documentation, manuals, models, process information and the like), revealed by Seller to Buyer and containing proprietary information marked or identified as proprietary, shall be kept in confidence by Buyer with at least the same care and safeguards as are applied to Buyer's own proprietary information. Such data shall not be duplicated, disclosed to others, or used without the written permission of Seller. These obligations shall not apply to any information which is in or comes into the public domain without violation of this agreement; or is received lawfully by Buyer from a third party subsequent to this agreement; or is developed by Buyer independently and without benefit or information received from Seller.

The restrictions and obligations relating to Seller's proprietary information shall expire seven (7) years after the execution of the contract incorporating these terms and conditions, unless otherwise agreed to in writing.

In lieu of any other agreement, no license of design rights are conveyed to the Seller by the Buyer. The Seller agrees to keep notes or data provided by the Buyer in confidence and not manufacture similar products based on confidential information provided by Seller.

9. **PACKAGING AND SHIPMENT:** Seller's products will be packaged in accordance with standard commercial practices for domestic shipment. Shipping charges will be paid by Buyer. In the absence of specific instructions, the Seller will select the carrier.

10. **DELIVERY AND RISK OF LOSS:** Unless otherwise provided for in advance, all shipments will be made F.O.B. Seller's factory, and upon Seller's delivery of a shipment to the carrier, Buyer shall assume the risk of any loss or damage to the shipment thereafter. However, all C.O.D. shipments will be

made F.O.B. destination, and title and risk of loss shall remain in Seller until delivery to Buyer.

11. **GOVERNING LAW:** The terms and conditions stated herein shall be governed by and construed in accordance with the laws of the State of Florida.

12. **COMPLETE AGREEMENT:** The contract incorporating the terms and conditions set forth herein is a complete, final and exclusive statement of the agreement between Buyer and Seller. Any prior or contemporaneous agreements, understandings and representations, whether oral or written, are merged therein. The terms and conditions stated herein shall not be varied, supplemented, qualified, or interpreted by any prior course of dealings between the parties or by custom or usage of trade. No modifications or additions to said contract shall be binding upon Seller unless in writing and signed by an authorized representative of Seller.

CLAIMS AND RETURNS

All claims for errors or shortages or other non-conformities of the products must be made by the Buyer in writing within ten (10) business days after delivery of the products, and Buyer is deemed to have irrevocably accepted the products and to have waived its right to reject them unless it has given written notice of such rejection, and the reason(s) therefore, within said ten (10) day period.

No return of products will be accepted by Seller without a Return Material Authorization Number (RMA #), which will be issued at Seller's sole discretion, and which must be referred to in documents accompanying any returned products. Returned products must be in original packaging and shipping cartons, must contain all packaging materials included therewith on delivery by Seller to the Buyer, and must be returned to Seller freight prepaid. All products improperly returned by Customer will be returned to Customer, freight collect.

GENERAL PROVISIONS

Seller is not responsible for products to which repairs or changes have been made without Seller's prior written consent.

Seller assumes no liability for parts beyond replacement or refunding purchase price.

A service charge of 1.5% per month (18% A.P.R.) will be made on all invoices not paid within 30 days of invoice date.

In the event legal action is brought to enforce any of the terms hereof, or to obtain payment for the products furnished on the Packing List, Customer agrees to pay Seller's reasonable costs and expenses, including but not limited to reasonable attorney's fees.