



## Terms & Conditions of Sale

**TERMS** - Due and payable in full within 30 days from date of invoice unless otherwise agreed upon in writing. Prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of customer. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. SYMMETRY ELECTRONICS CORPORATION reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's creditworthiness or should customer fail to fulfill any obligation when due.

**LATE PAYMENT** - Past due amounts are subject to late payment service charges of 1 1/2% per month, which is an annual rate of 18%.

**BAD CHECKS & C.O.D.** - A service charge of \$15.00 will be applied to each returned check. Accounts 60 days old will be placed on C.O.D. Legal action will be taken after an account is 90 days old.

**RETURNS** - No returned goods will be accepted without authorization and freight charges must be prepaid. Goods returned for credit must show invoice number.

**HANDLING/RESTOCKING CHARGE** - A handling or restocking charge will be made on all goods returned unless due to error caused by SYMMETRY ELECTRONICS CORPORATION.

**SHIPPING** - In the absence of prior agreement as to shipping, SYMMETRY ELECTRONICS CORPORATION may select a carrier. SYMMETRY ELECTRONICS CORPORATION's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to customer, or to customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first. Customer will pay storage charges if products are held by SYMMETRY ELECTRONICS CORPORATION at customer's request pending instructions or rescheduled delivery.

**WARRANTIES** - SYMMETRY ELECTRONICS CORPORATION warrants those products assembled or customized by it against defects caused solely by faulty assembly or customization for the lifetime of the product. All other products, and the components and material utilized in any assembled or customized products are covered by, and subject to the terms, conditions and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied or by SYMMETRY ELECTRONICS CORPORATION or the manufacturer. Customer's exclusive remedy, if any, under these warranties is limited at SYMMETRY ELECTRONICS CORPORATION's election, to any one of (a) refund of customer's purchase price, (b) repair by SYMMETRY ELECTRONICS CORPORATION or the manufacturer of any products found to be defective, or (c) replacement of any such product. Customer acknowledges that except as specifically set forth or referenced in this paragraph. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING WITHOUT LIMITATION IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SYMMETRY ELECTRONICS CORPORATION OR ANY OTHER PERSON EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS. THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. SYMMETRY ELECTRONICS CORPORATION ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURE'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SYMMETRY ELECTRONICS CORPORATION BY OR ON BEHALF OF THE CUSTOMER. Use of the customer's part number on this document or on any product is for convenience only and does not constitute any representation by Symmetry Electronics Corporation with respect to the performance, specifications, or fitness of any part for any purchase.

**ACCEPTANCE OF PRODUCT** - Products are deemed accepted by customer unless customer notifies Symmetry Electronics Corporation in writing within 10 days of delivery of products shortages, damage or defect. No returns may be made for any reason without a Return Authorization Form issued by Symmetry Electronics Corporation. If customer refuses to accept tender of delivery of any products without authorization from Symmetry Electronics Corporation, such products will be held by Symmetry Electronics Corporation awaiting customer's instructions for 20 days after which Symmetry Electronics Corporation may deem the products abandoned and dispose of them as it sees fit, without crediting customer's account.

**TERMS OF SALE** - All quotations and sales are made only upon these terms and conditions. This document, and not any purchase order or other customer document (which if construed to be an offer is hereby rejected) will be deemed an offer or counteroffer and is a rejection of any other terms conditions. Customers, by accepting any products, making any payments or ordering any products having previously received these terms and conditions will be deemed to have assented to these terms and conditions notwithstanding any terms contained in any prior or later communication from customer and whether or not Symmetry Electronics Corporation will specifically or expressly object to any of customer's terms. Symmetry Electronics Corporation's failure to object to any document communication or act of customer will not be deemed a waiver of any of these terms conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of Symmetry Electronics Corporation before becoming binding of Symmetry Electronics Corporation.

**DISCLAIMER OF WARRANTY** - Except for the warranty coverage referenced above, NEITHER SYMMETRY ELECTRONICS CORPORATION NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF ANY PRODUCT FOR ANY PURPOSE. BY AND DEFICIENCY OF DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY) BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN SYMMETRY ELECTRONICS CORPORATION'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED INCLUDING WITHOUT LIMITATION PERSONAL INJURY OR LOSS OF BUSINESS PROFIT WHETHER OR NOT CUSTOMER WILL HAVE INFORMED SYMMETRY ELECTRONICS CORPORATION OF THE POSSIBILITY OF LIKELIHOOD OF ANY SUCH DAMAGES.

**VALUE AND ADDED SERVICES** - The performance of any value-added service may void Symmetry Electronics Corporation's and the manufacturer's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable. Any third party value-added service provider is deemed to be an agent of customer.

**CUSTOMER CREDIT ACCOUNTS** - In order to defray cost of customer account administration, any credit balance or other sum owed to customer which remains unclaimed by customer for a period of eighteen months will become the property of Symmetry Electronics Corporation.

**CANCELLATION** - No order may be canceled, rescheduled, or reconfigured without Symmetry Electronics Corporation's prior written authorization and in such event, customer will be liable to Symmetry Electronics Corporation for any additional costs and expenses incurred by Symmetry Electronics Corporation.

**LITIGATION** - In the event of any litigation arising out of this agreement, the prevailing party shall be entitled to its reasonable costs and expenses incurred including attorney's fee.

**STATE LAWS** - This Purchase Agreement shall be governed by the laws of the State of California.