1. Applicable Terms and Conditions
(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order for the purchase of Seller’s products and/or services by any person or entity. Any additional or different terms or conditions, whether contained in Buyer’s purchase order form or in any other document or communication pertaining to Buyer’s order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Buyer expressly acknowledges and agrees that any additional or different terms or conditions, which shall be ineffective.
(b) If Seller’s order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer’s acceptance of these terms and conditions, and any part of this document that the terms and conditions contained within it are effective, upon receipt of Buyer’s order, agreement shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer’s acceptance of the offer is hereby limited to the terms and conditions hereof.

2. Price, Payment Terms, and Title
(a) All prices are quoted in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as “firm,” Seller reserves the rights to invoice at prices in effect at the date of shipment, shipment or delivery, or provision of service. If a Negotiated Price Agreement is disclosed, terms and conditions are subject to change without notice. Prices charged to Buyer represent the full cost of Seller’s risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction modifies any of the terms and conditions, Buyer agrees to modify any pricings (including retroactively) according to the additional level of risk and responsibility that Buyer’s terms and conditions require Seller to undertake; or (c) cancel the order anytime after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.
(b) Unless different credit terms have been agreed to Buyer in writing, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer’s orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.
(c) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. Seller reserves title and right of possession to all Products until Buyer makes full payment of all obligations under the order. Title transfers to Buyer on receipt of payment, unless otherwise indicated, are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging and transportation are the responsibility of the Buyer. Buyer acknowledges that the pricing of the Products has been set on the basis of agreed upon levels of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction modifies any of the terms and conditions, Buyer agrees to modify any pricings (including retroactively) according to the additional level of risk and responsibility that Buyer’s terms and conditions require Seller to undertake; or (c) cancel the order anytime after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.
(d) Unless different credit terms have been agreed to Buyer in writing, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer’s orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

3. Delivery and Acceptance
(a) Unless otherwise agreed in writing, all deliveries of Products will be FOB (Incoterms 2000) Seller’s facility. Products will be packed in Seller’s standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.
(b) Delivery and shipping dates are approximate and represent Seller’s best estimate of the time required to make delivery. Seller will not be liable for any delays in delivery due to any cause beyond the control of Seller, including force majeure, incursolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien on or attachment on the Products. Seller may at its own expense repair or correct any defect, nonconformity described in these terms and conditions, or (d) Seller may at its own discretion refuse the use of the Products and Seller shall be entitled to remove in the same manner and at Seller’s risk and expense, the Products from Buyer’s premises. Buyer guarantees Seller a security interest in all Products for which title has passed (including all acquired-after-products) that Seller sells Buyer and all proceeds of Products (including any parts of the Products which are incorporated and any funds and Property that Buyer receives in exchange for Products). Buyer covenants to Seller’s execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

4. Acceptance
Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform with (a) the specifications as provided or described, (b) the instructions relating to Seller’s voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

5. Limited Warranty
(a) Seller warrants to each original Buyer of Products that are, at the time of delivery to the Buyer, in good working order and conform to Seller’s official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.
(b) Seller’s obligation under this warranty is limited to (i) repair or replacement of any Products found to be nonconforming at Seller’s factory (including, in the case of repaired Products, costs of Seller relating to Seller’s voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.
(c) Seller may at its option, return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period in the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.
(d) The warranty period for Products is twelve (12) months from the date of shipment unless otherwise agreed by Seller and Buyer.

6. Limitation of Liability
(a) Seller shall not be liable for any special damages, consequential damages, indirect damages, incidental damages, statutory damages, exemplary or punitive damages, loss of profits, loss of revenue, liquidated damages, or loss of use, even if informed of the possibility of such damages. Seller’s liability for damages arising out of or related to a Product shall in no case exceed the purchase price of the Product from which the claim arises. To the extent permitted by applicable law, these limitations and exclusions shall apply notwithstanding any other representation or warranty of Seller. Furthermore, Seller shall not be liable for any breach of warranty, tort (including but not limited to negligence, gross negligence, malice, or intentional conduct), strict liability, by operation of law, or otherwise.

7. Damages
Orders shall not be subject to cancellation or modification either in whole or in part without Seller’s written consent and then only with terms that will reimburse Seller for all applicable incurred by the sale of, including cost of materials purchased or reserved for the manufacture of Buyer’s products and/or services, any loss or cost, charge, or any other obligation which Seller may be required to bear by reason of such cancellation or modification. Notice to Seller in advance of Buyer’s return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure
Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from any cause beyond Seller’s (or those under Buyer’s control) acts, controls of government or any other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other causes beyond Seller’s reasonable control ("Force Majeure Event"). If Seller elects, the time for performance of Seller’s obligations hereunder shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer’s order on any part thereof because of any Force Majeure Event, then Seller may give prompt notice upon request and upon receipt of invoice thereof, to pay Seller for any Product or Products then completed.

9. Work Product
"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, works in progress, process, methods, products, services, and improvements, improvements, developments, drawings, notes, documents, business processes, information and materials, computer programs, data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. Rights in these Work Products and other information shall not be divulged to others without Seller’s prior written approval, (a) modify any pricings (including retroactively) according to the additional level of risk and responsibility that Buyer’s terms and conditions require Seller to undertake; or (c) cancel the order anytime after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

10. Confidentiality
Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with

11. Patent Indemnity

12. Choice of Law and Dispute Resolution

13. Software License

14. Compliance with Laws

15. Waiver

16. Language

17. Assignment

18. Any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, the terms and conditions, one or more of which the provision in question was a part, can be given effect as if such provision in question were not included.