

# TERMS AND CONDITIONS OF THIS SALES TRANSACTION

## 1. BUYER'S TERMS AND CONDITIONS.

Onlinecomponents.com ("OC"), a division of Master International Corporation, desires to provide its Buyers with prompt and efficient service. However, to negotiate individually the terms and conditions of each contract would substantially impair OC's ability to provide such service. Accordingly, goods furnished by OC are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions of Buyer's order, any sale by OC to Buyer is expressly made conditional on Buyer's agreement to OC's Terms and Conditions. Any conflicting, additional or different statements or terms listed on the Buyer's purchase orders, invoices, confirmations or other Buyer generated documents, whether heretofore or hereafter submitted, are of no effect.

**2. DELIVERY.** Title to all goods shall pass to Buyer upon delivery to Buyer's carrier, or common carrier. OC shall not be liable for delays in delivery or for failure to perform due to any causes, including, without limitation, acts of God, acts or omissions of Buyer or civil or military authorities, fires, strikes, epidemics, quarantine restriction, flood, earthquakes, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies. In the event of any delay, the contractual date of delivery, if any, shall be extended for a period equal to the time lost as a consequence of such delay without penalty to OC. OC shall be entitled to refuse or to delay shipments for failure by Buyer to pay promptly any payments due OC, whether on this or any other contract between OC and Buyer. OC shall have the right to deliver all goods covered hereby at one time or in portions.

**3. ACCEPTANCE AND CANCELLATION OF ORDERS.** All orders are subject to acceptance in writing by OC. Any written acknowledgement or receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by OC may be cancelled by Buyer only upon written agreement of OC. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which OC may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges shall include all expenses incurred and commitments made by OC, and shall be paid by Buyer to OC. Buyer requests to reschedule are subject to acceptance by OC in its sole discretion. Orders may not be cancelled or rescheduled after the order has been submitted by OC to the shipment carrier. OC reserves the right to allocate sales and limit quantities of selected goods among its Buyers in its sole discretion. Good specifications and availability are subject to change without prior notice.

**4. TERMS OF PAYMENT.** All payments must be made in the currency billed on the original invoice. Credit cards accepted include major credit cards, purchase cards, and major bank debit cards including MasterCard, VISA and American Express. Credit Card billing information must be verified on new customers prior to shipment of order. Payment is due at the time of the order, unless approved by OC. Payment via net thirty (30) days is available to select customers who have been approved in advance by OC. All unpaid invoices for credit customers shall bear interest at 15% per annum after thirty (30) days.

**5. PRICES AND TAXES.** Orders are billed at the prices in effect at the time of shipment. Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value-added and similar taxes, duties (including but not limited to tariffs), or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, and document fees payment of which shall be Buyer's responsibility. In the event OC receives notification from the manufacturer after an order has been accepted but prior to shipment that the price of the good has increased, OC shall be entitled to increase the price of the good commensurate with such increase, and the Buyer shall either accept such price increase or terminate the order.

**6. LIMITED WARRANTY AND REMEDIES.** OC warrants that, at the time of delivery, the goods covered hereby are in accordance with their manufacturer's specifications, but makes no other warranty with respect to such goods. OC agrees, as OC shall elect, to credit the account of Buyer or replace without charge to Buyer all goods which at the time of delivery are not in such condition, but only if Buyer returns such goods within 30 days from the date of delivery, in original package and condition of delivery, without their numbers or any part thereof altered, defaced, or removed, to OC's plant of shipment, accompanied by a specification in writing of the defects involved. In no event shall OC's liability hereunder exceed the Buyer's purchase price. Buyer shall notify OC in each instance when Buyer intends to return goods which Buyer

believes are not in accordance with OC's limited warranty and OC shall be entitled to examine such goods at Buyer's facilities prior to their return. Final inspections and conclusive determination whether goods are in accordance with OC's limited warranty shall be made at OC's facility, or may be based upon the manufacturer's actual test report. OC'S SOLE LIABILITY SHALL BE AT ITS OPTION TO CREDIT THE ACCOUNT OF BUYER OR TO REPLACE GOODS WHICH ARE NOT IN ACCORDANCE WITH OC'S LIMITED WARRANTY IN ACCORDANCE WITH THE TERMS HEREOF AND IN NO EVENT SHALL OC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE OF ANY KIND. THE FOREGOING REMEDY AS PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER.

In no event shall the liability of OC relating in any way to any good exceed the purchase price for such good, regardless of the legal theory asserted for such liability, whether in contract, tort, warranty or otherwise. Buyer acknowledges that the amounts payable for the goods are based in part on these limitations, and Buyer further agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Some states may not allow the exclusion or limitation of incidental or consequential damages. In the event a state does not, the above exclusion or limitation shall apply to the maximum extent allowed by law.

EXCEPT AS STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE. OC SHALL NOT BE LIABLE FOR ANY DAMAGES DUE TO DELAY IN DELIVERIES, SERVICE, USE OR OTHER PERFORMANCE AS SPECIFIED IN THIS AGREEMENT.

**7. INFRINGEMENT DISCLAIMER.** Notwithstanding section 2-312 of any applicable version of the Uniform Commercial Code or any other similar law, OC (i) expressly disclaims any and all warranties against third party claims for infringement or the like, and (ii) shall have no obligation of any kind to the Buyer for claims brought by third parties against the Buyer for infringement or the like arising out of or in any way related to goods purchased by the Buyer from OC.

**8. TECHNICAL DATA.** Buyer shall not use, duplicate or disclose any technical data delivered or disclosed by OC to Buyer for any purpose other than for installation, operation or maintenance of goods purchased by Buyer without OC's prior written consent. Further, to the extent OC offers technical assistance or suggests alternative parts based on technical information available to OC, OC DOES NOT GUARANTEE that this assistance is correct or that suggested part alternatives are based on the most recent data or that OC's interpretation and accuracy of the data is correct. Buyer is solely responsible for confirming the validity of the assistance and the specifications as well as determining the appropriateness and compatibility in selecting part(s) for their application.

**9. DISPUTES AND GOVERNING LAW.** All disputes under, and with respect to any contract concerning the goods not otherwise resolved between OC and Buyer shall be resolved exclusively in a court of competent jurisdiction located in Phoenix, Arizona, and employing Arizona law, and in no other place; provided, however, that in OC's sole discretion such action may be heard in some other place designated by OC (if necessary to acquire jurisdiction over third persons), so that the dispute can be resolved in one action. Buyer agrees to appear in any matter connected with the goods furnished by OC. NO ACTION MAY BE BROUGHT BY BUYER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. Notwithstanding the foregoing, the following laws are excluded from these terms and conditions: The 1980 United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods and the Uniform Computer Information Transactions Act.

**10. INTEGRATION AND ASSIGNMENT.** These Terms and Conditions contain the entire and only agreement between the parties with respect to the goods, and any representation, promise or warranty not specifically incorporated herein in writing shall not be binding on either party. These Terms and Conditions may be modified only by a writing signed by OC.

**11. SHORTAGES.** Any claims of shortage must be reported to OC within four days after receipt of shipment.

**12. RETURNS.** Buyers must notify OC in writing of any shortages, damage or defects within ten (10) days of the date delivered. Returns due solely to customer preference or error will normally be accepted only if received within thirty (30) days of the date delivered, and will be subject to a restocking fee at the discretion of OC (for orders shipped within the United States, typically 15% plus shipping costs. Orders shipped outside the United States or unusual restocking situations may vary).

Parts specified as Non-Cancellable/Non-Returnable (NCNR) at the time of quote or sale are not returnable, as those parts are purchased from a manufacturer specifically on Buyer's behalf and may not be returnable by OC to the manufacturer.

No return will be accepted without a Return Materials Authorization (RMA) number, which can be obtained by contacting Customer Service.

Return freight/shipping charges must be prepaid by the Buyer; OC will not accept COD shipments. If any goods are returned without preauthorization from OC or if delivery of any good is refused, OC will immediately apply an appropriate restocking fee at our discretion, plus shipping costs. Goods that were shipped as Non-Cancellable or Non-Returnable will be held awaiting Buyer's instructions for ten (10) days after which OC may deem the goods abandoned and dispose of them, without crediting Buyer's account.

Credit for returned items will be issued at the discretion of OC after inspection by OC's Receiving Department. Only goods originally shipped from OC will be accepted as returns. All returned goods should be in the original packaging and in unused condition (unless they are defective). ESD or moisture sensitive goods should not be opened except under controlled conditions (unless they are defective). To facilitate inspection of shortages, damages or defects, OC may require additional information from the Buyer, such as descriptions, photos, or other information or cooperation. Factory defects may require additional time for inspection by the manufacturers, and some parts may need to be shipped directly to the manufacturer.

**13. INTERNATIONAL SHIPMENTS.** Buyer shall be responsible for all applicable VAT, PST, HST, and/or GST charges along with brokerage fees, which shall be due at the time of delivery.

**14. GOOD COUNTRY OF ORIGIN.** When provided by the manufacturer, OC maintains country of origin information on goods in its inventory. Such information does not include the country of origin of each raw material or subcomponent that is incorporated into the manufacturer's final good. Upon request, OC will provide to Buyer the manufacturer-provided country of origin information.

**15. GEOGRAPHIC LIMITATIONS ON USE.** Although OC's website is accessible worldwide, not all goods offered by OC are available to all persons or in all geographic locations. OC reserves the right to limit the availability and/or quantity of its goods to any person, geographic area or jurisdiction. Buyer agrees to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable content and online conduct.

**16. GOOD SAFETY NOTICE AND RESTRICTIONS.** Goods are intended for commercial use only. OC does not determine the specifications or conduct any performance or safety testing of any goods that it sells. Specification sheets provided to Buyers are produced by the manufacturer or transcribed from information provided by the manufacturer. OC is not a Qualified Manufacturers List (QML) supplier or a supplier of Qualified Product Listing (QPL) components. Buyer agrees that all purchases are for commercial or other applications that do not require QPL components. Any reference to military specifications on OC's website is for reference only and does not modify these terms and conditions. OC does not participate in any good safety engineering, good safety review or good safety testing. OC cannot provide any safety testing, safety evaluation or safety engineering services.

**17. NO USE AS CRITICAL COMPONENTS.** Goods sold by OC are not designed, intended or authorized for use in life support, life sustaining,

human implantable, nuclear facilities, flight control systems, or other applications in which the failure of such goods could result in personal injury, loss of life or catastrophic property damage. This includes, but is not limited to, Class III medical devices as defined by the U.S. Food and Drug Administration (FDA) and Federal Aviation Administration (FAA) or other airworthiness applications. If Buyer uses or sells the goods for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that OC and the manufacturer of the goods 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 OC AND THE MANUFACTURER OF THE GOODS 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.**

**18. INDEMNIFICATION.** Buyer understands and agrees that it is personally responsible for its use or inability to use the goods or Buyer's reliance upon any information or recommendation provided by OC personnel. Buyer agrees to indemnify, defend and hold harmless OC and its business partners, employees and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of Buyer's use, misuse, or inability to use the goods or the OC website, Buyer's reliance upon any information or recommendation provided by OC personnel, or any violation by Buyer of this Agreement.

## 19. EXPORT CONTROL

Seller is committed to compliance with all applicable export laws and regulations. Buyer agrees to comply with all applicable export laws and regulations, including those of the United States, to ensure products or technology provided by Seller under this contract are not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations, including but not limited to the [U.S. Export Administration Regulations](#) (EAR), the [U.S. International Traffic in Arms Regulations](#) (ITAR), and the [U.S. Department of Treasury's Office of Foreign Assets Control](#) regulations. Buyer may not directly or indirectly export, reexport, or transfer any items or technology provided by Seller under this Contract to:

1. Any country designated by the U.S. Department of State as a "[State Sponsor of Terrorism](#)", or to a resident or national of any such country;
2. Russia, Belarus, or the Crimea, Donetsk People's Republic, or Luhansk People's Republic regions of Ukraine;
3. Any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the [U.S. Department of Commerce's Bureau of Industry and Security](#), the list of "Specifically Designated Nationals and Blocked Persons" maintained by the [U.S. Department of Treasury's Office of Foreign Assets Control](#) or any other applicable prohibited party list of the US Government;
4. An end-user engaged in any nuclear, chemical or biological weapons activities.

Buyer also may not directly or indirectly export, reexport, or transfer any items or technology provided by Seller under this Contract for end-use(s) prohibited under applicable export laws and regulations, including but not limited to the EAR's military and semiconductor end-use restrictions. Buyer agrees to screen all potential customers against applicable restricted persons lists prior to any direct or indirect transfer of items or technology subject to this contract. Buyer acknowledges that, before exporting or reexporting, any item or technology subject to this contract, Buyer is responsible for determining if the item or technology is controlled, prohibited or restricted for export and to obtain any license to use, sell, release, transfer, export or re-export as may be required by applicable export laws and regulations.

Export Classifications. Any use made of export classifications provided by Seller to Buyer, whether it be ECCNs or any variation of Harmonized Tariff codes, is without recourse to Seller and at the Buyer's risk. Export classifications are subject to change. If you export or re-export, your company, as the exporter of record, is responsible for determining the correct classification of any item at the time of export. Any export classification provided by Seller is for Seller's use only and shall not be construed as a representation, or warranty to the Buyer regarding the proper export classification nor relied upon to make licensing determinations.

**20. MARKETING.** By submission of an order or any communication to OC by email, Buyer specifically authorizes OC to use the Buyer's email address for marketing and communication purposes of OC.

Buyer may cancel the consent by a specific written notice of cancellation delivered to OC.

**20. CALIFORNIA'S PROPOSITION 65.** Prop. 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, a California state law, requires businesses, including distributors, to notify California consumers when products contain specified levels of certain chemicals. Additional information regarding Prop. 65 can be found at [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov). OC works to comply with all requirements of Prop. 65 by passing along information it receives from its manufacturers and/or suppliers regarding affected products to Buyer, including at OC's website, <https://www.onlinecomponents.com/prop65>. Buyer acknowledges receipt of these warnings. OC makes no representation or warranty regarding the accuracy of the information it receives from its manufacturers and/or suppliers.