

## TERMS AND CONDITIONS OF SALE

1. **Governing Law:** This Agreement / Transaction shall be governed and construed in accordance with the Uniform Commercial Code - Sales. Wherever the terms "Uniform Commercial Code" or "U.C.C." is used, it shall be construed meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force at the time of this Agreement / Transaction.
2. **Integration:** The terms of this agreement are intended by the parties as the final expression of their agreement with respect to its terms.
3. **Payment:** Unless specified otherwise on a commercial credit agreement, payment is due from Buyer within thirty (30) days of tender of delivery by Seller. Payments not received shall bear interest at 1 ½ % per month. Any checks returned unpaid shall be subject to a returned check fee of \$50.00.
4. **Description of Goods:** Seller undertakes to transfer ownership and deliver possession to Buyer and Buyer shall pay for and accept the goods described herein and shall be referred to as "goods".
5. **Identification of Goods:** It is agreed that identification of the goods shall be deemed to have been made when Seller has set aside and/or appropriated the goods for the performance of this Agreement / Transaction, whether in the possession of Seller or a third party or in route to Seller. Once the goods are identified, orders are non-cancelable. This includes scheduled delivery of goods.
6. **Delivery of Goods:** Seller shall make diligent effort to comply with Buyer's requested delivery date(s). However, in no event shall Seller be liable for failure to fulfill its obligations occasioned by any delays due to causes beyond its control. In such event, the time for Seller's performance shall be reasonably extended for any such delay.
7. **Duty to Inspect:** Buyer acknowledges the right and the obligation to inspect the goods upon delivery. By receiving goods, Buyer agrees a reasonable time to inspect the goods is five (5) calendar days after delivery and to discover any non-conformity including but not limited to packaging method, package type, quantity, or any visual damage to the product or the packaging containing the product. After Buyer has inspected the goods or the right to inspection has been waived, the Buyer shall not be permitted to revoke acceptance or later reject the delivered goods for reasons other than electrical performance.
8. **Allocation of Risk of Loss:** Any risk of loss associated with the goods remains with the Seller until delivery. After delivery, the risk of loss shall be exclusively the Buyer's. The risk of loss remains with the Buyer, even regarding goods that are subsequently returned to the Seller, until receipt by the Seller.
9. **Rejection of Non Conforming Goods:** Rejection of goods for failure to conform to the requirements of this Agreement / Transaction must be made within five (5) days after delivery. The Buyer must send written notification of the rejection to the Seller. The notice must state with specificity the basis of the alleged nonconformity of the goods, including and describe the portion of the shipment rejected.
10. **Returns for Nonconforming Goods:** On receipt of notice of rejection, Seller, having reasonable belief the tender would be acceptable, shall thereafter have forty-five (45) days in which to cure and make a conforming delivery. Seller shall have the right but not the obligation to make arrangements for inspection and/or return of the rejected goods. If authorized by Seller, rejected goods can be returned to the Seller. In such event a return material authorization (RMA) is required. No rejected goods will be accepted by Seller without an RMA. The RMA number must be listed on all packaging.
11. **Date Codes:** Seller supplies first quality goods in the original manufacturer's package or in ESD compliant packaging. Unless specified on the buyer's purchase order, Seller does not guarantee or warrant product based on the manufactured date (date codes). Goods are shipped in good faith to meet Buyer's requested date codes, if any specified on the purchase contract, or if not specified, with date codes that match to the year and the week.
12. **Warranty periods:** With the exceptions noted herein, the goods are specifically warranted for internal electrical failure to the manufacturer's specification for 365 days from the date of delivery. Calculation of warranty periods is from freight carriers and/or customers signed for delivery date.
  - a. Seller reserves the right to require testing of such goods by a mutually accepted third party test facility and may refuse return of goods such testing demonstrate to be free from the defects claimed by Buyer. Fees associated with the transport and testing of goods shall be paid by buyer unless such fees are agreed upon in writing to be paid by seller.
  - b. Memory devices and devices containing programmable memory are warranted for a period of thirty (30) days.
  - c. Unless specifically noted on the NCNR contract, Goods that are supplied Non Cancelable and Non Returnable are warranted for thirty (30) days from date of delivery.
  - d. Solderability/Lead Contamination/damaged leads- The warranty period is thirty (30) days for making claims arising from lead contamination or discrepancies with the terminating end of product
  - e. Buyer may, but not necessarily will, receive a manufacturer's warranty. It is the Buyer's obligation to determine the availability of and to and register for and make any claims under any manufacturer's warranty.
  - f. Any misuse of product other than those uses under the conditions specifically intended by the manufacturer shall void the warranty by seller.
  - g. Goods that have been obsoleted by the manufacturer are warranted for 30 days.
13. **Warranty Exclusions:**
  - a. Title: Seller is selling only such right or title to the goods being sold as Seller may have on the date of this Agreement / Transaction and disclaims any warranty of title to the goods.
  - b. Infringement: Seller warrants that the goods are conformity with the specifications set forth in the Buyer's purchase order, which is made a part of this Agreement / Transaction. Buyer, in furnishing specifications to Seller, agrees to hold Seller harmless against any claims by way of infringement or the like that arise out of compliance with the specifications.
  - c. Disclaimer of Express Warranty: Seller has made not affirmation of fact and has made no promise relating to the goods being sold that may become any basis of the bargain. Further, Seller has made no affirmation of fact or promise relating to the goods being sold that has created or amounted to an express warranty that the goods would conform to any affirmation or promise. Any description of the goods is for the sole purpose of identification. Further, no sample or model has been made part of the basis for the bargain or has created or amounted to an express warranty that the goods would conform to any sample or model.
  - d. Disclaimer of Implied Warranty: There are no warranties, express or implied, which extend beyond the description of the fact of this document with the exception of non-cancel-non returnable agreement. Seller disclaims any implied warranty of merchantability with respect to the goods described in this agreement and Buyer agrees the goods are sold "as is."
14. **Cancellation and Rescheduling Policy:** Purchase orders may not be cancelled without written acceptance by seller. Upon acceptance, seller shall provide buyer a Cancellation Acceptance Notice (CAN). This notice shall include the quantity, purchase order number, and part number cancelled. Accepted cancellations may be subject to restocking fees. Orders may be rescheduled a maximum of 30 days out from the original purchase order's ship/dock date(s). For complete terms and conditions of sale, please visit our website at [www.noleadtime.com](http://www.noleadtime.com) or contact us at 866-877-8625.
15. **Exclusive Remedies of Buyer:** The exclusive remedy of the Buyer under this Agreement / Transaction in the case of any breach by Seller other than tender of non-conforming goods, shall be to return the goods and receive a credit from Seller; and in the case of non-conforming goods, the repair and/or replacement of the nonconforming items.
16. **Exclusive Remedy of Seller:** The exclusive remedy of Seller under this Agreement is to have any goods not paid for returned to Seller, delivery prepaid, and to receive on demand, the purchase price plus interest for any goods not paid for and not returned within forty-five (45) days. On returns other than quality, seller may also charge a minimum ten (10%) percent restocking fee for returns .
17. **Limitation of Consequential Damages:** The parties acknowledge that limiting any award of consequential damages to any party aggrieved by breach of this Agreement / Transaction in any way is consistent with the intent of the parties and the commercial circumstances giving rise to this Agreement / Transaction. Therefore, consequential damages, if any, under this Agreement / Transaction are limited to the amount of the sale / purchase.
18. **Legal Construction:** In case one or more of the provisions of this document shall for any reason be held invalid, illegal, or unenforceable, such shall not affect any other provision of this Agreement / Transaction.
19. **Litigation:** The parties agree that a substantial portion of this Agreement / Transaction shall be performed at Seller's place of business. Therefore, any action to enforce or interpret this Agreement shall be brought exclusively in Lee County, Florida. The prevailing party in any such litigation shall be entitled to recover its reasonable attorney's fees and all costs.
20. **Scheduled Order Terms:** Scheduled/blanket orders that ship after the close of the month are shipped non cancelable non returnable. For complete terms, please see [www.noleadtime.com/orderterms](http://www.noleadtime.com/orderterms)
21. **Scheduling Policy:** To accommodate changes in production demand, at customer's request, Global Solutions will push out orders for up to 30 days from the order's original ship date. Product may be shipped earlier than required provided stock is available.
22. **Failure Verification:** Seller requires RMA requests on electronic components that exceed \$500 USD to be accompanied by a Global Solutions Rejected Material Report (RMR1-1). This report is to be completed and returned by an engineer familiar with the specific failure. Seller reserves the right to require an independent test of any material in question prior to granting a credit.