



| Terms & Conditions of Sale | |
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1. **Shipping Dates** are approximate. They are dependent upon credit approval and subject to delays beyond our control.
2. **NCNR:** All items shipped are non-cancellable, non-returnable.
3. **Prices and Specifications** may be contingent upon prices and information received from our suppliers. Should our suppliers' prices change during the contract period, UEC reserves the right to revise our quote based on those changes.
4. **Terms:** Net 30 days to companies with established credit ratings. In the event Buyer fails to fulfill previous terms of payment, or in case Seller has any doubt at any time as to Buyer's financial viability, Seller may decline to make further deliveries except upon receipt of cash in advance or other special arrangements. Service charges of 1% per month which computes to 12% per annum may be charged on past due balances.
5. **F.O.B. Point and Title:** All material is sold F.O.B. origin. Title to all material sold shall pass to Buyer upon delivery by Seller to carrier at shipping point.
6. **State and Local Taxes:** Quotes prices are exclusive of any taxes. Any taxes which the Seller may be required to pay or collect upon or with respect to the sale, purchase, delivery, use or consumption of any of the material covered hereby shall be for the account of and the responsibility of the Buyer and shall be added to the invoice.
7. **Special Tooling:** Tools, silk-screens and test equipment acquired to produce goods for Buyer remain the property of Seller unless otherwise agreed, and may not be removed.
8. **Export Orders:** Terms, discounts and conditions of sale for purchase orders originating or for shipment to final destinations outside the U.S.A. will be furnished upon request.
9. **Limited Warranty:** The Seller warrants all property and equipment to be free from defects in workmanship or material under normal use and service for a period of one year from date of shipment. Liability under this warranty is limited to repair or replacement F.O.B. origin of any parts which prove to be defective within that time or repayment of the purchase price at the Seller's option provided the products have been returned, transportation prepaid, within one year from date of purchase. All technical advice, recommendations and services are based on technical data and information which the Seller believes to be reliable and are intended for use by persons having skill and knowledge of the business, at their own discretion. In no case is Seller liable beyond replacement of product F.O.B. origin or the full purchase price. This warranty does not apply if the product is abused, altered, used at ratings above the maximum specified, or otherwise misused in any way.
THE EXPRESS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER REPRESENTATIONS MADE BY ADVERTISEMENTS OR BY AGENTS AND ALL OTHER WARRANTIES, BOTH EXPRESSED AND IMPLIED, THERE ARE NO IMPLIED WARRANTIES OF MERCHANT-ABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE FOR GOODS COVERED HEREUNDER.
10. **Buyer's Remedies:** THE BUYER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF OR IN RESPECT TO THE FURNISHING OF NON-CONFORMING OR DEFECTIVE MATERIAL SHALL BE TO SECURE REPLACEMENT THEREOF AS AFORESAID. THE SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF ANY LABOR EXPENDED ON ANY SUCH MATERIAL OR FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANYONE BY REASON OF THE FACT THAT IT SHALL HAVE BEEN NON-CONFORMING OR DEFECTIVE.

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11. Acceptance: All orders shall be subject to the terms and conditions contained or referred to in the Seller's quotation, acknowledgement, and to those listed here and to no others whatsoever. No waiver, alteration or modification of these terms conditions shall be binding unless in writing and signed by an executive officer of the Seller. All orders are subject to written acceptance by Seller.

12. Professional Liability: UEC provides design & build services within industry accepted standards of due care. It is assumed that Customer has the technical expertise and the responsibility to thoroughly review and approve UEC generated design documentation. Accordingly, all parties recognize that there may be errors and omissions in the documentation, hardware, and/or software. By accepting this proposal, UEC and Customer agree that UEC will provide engineering and technician services as necessary to help correct such errors and omissions. These services will be provided without additional compensation by Customer. UEC and Customer agree that providing these professional services is the full limit of UEC's liability in these matters. UEC and Customer further agree that UEC is not responsible to pay any part of the cost of labor, materials, or other "ripple" effects caused by these errors and omissions.

13. Equal Opportunity: Customer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Customer agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause. Customer shall, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Customer shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency-contracting officer, advising the labor union or workers' representative of the subcontractor's or vendor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Customer shall comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Customer shall furnish all the information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain its compliance with all such rules, regulations and orders.

In the event the customer does not comply with the nondiscrimination clauses of this contract or with any rule, regulation, or order of the Secretary of Labor, this quote may be cancelled terminated, or suspended in whole or in part, and the customer may be declared ineligible for further government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24 1965, and other sanctions may be imposed and remedies invoked, a provided in Executive Order 11241 of September 24, 1965, by rule regulation, or order of the Secretary of Labor, or by law. Customer shall include the provisions of these paragraphs in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that those provisions shall be binding upon each subcontractor or vendor. Customer shall take such action with respect to any subcontract or purchase order as the contracting



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agency may direct as a means of enforcing these provisions, including sanctions for noncompliance, provided, however, that in the event the vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of a direction by the contracting agency, the subcontractor or vendor may request the United States to enter into litigation to protect the interests of the United States.

- 14. **Termination:** In the event that the agreement formed by acceptance of the quotation is terminated for any reasons other than breach by seller, buyer shall pay to seller the following:
 - a. The price in effect at time of shipment for all products which have been shipped or the price in effect at time of termination for all product ready for shipment pursuant to a firm order.
 - b. The actual costs of work-in-process and raw materials incurred by seller, its subcontractors or suppliers.
 - c. The costs associated with development and engineering of the products, including, but limited to, tooling, facilitation, foreign exchange, and interest, to the extent such costs are properly allocated under generally accepted accounting principles.

- 15. **Force Majeure:** UEC is not responsible for non-performance of this Contract to the extent that such performance is rendered impossible from any cause beyond UEC’s reasonable control and without its fault or negligence, such as strike, fire, flood, sovereign conduct, or acts of God, for such period of time as is reasonably necessary after such occurrence to remedy its effects. In the event of any such delay, UEC shall not be liable to the Customer for compensatory, special, or punitive damages; and a revised delivery schedule and any associated cost impact shall be negotiated and incorporated into the Contract.

- 16. **Binding Authority:** Modifications regarding cost or price, schedule, or technical requirements for any contract issued to UEC are only binding when approved and issued through UEC’s Contracts Department.

- 17. **Excess Materials:** Excess materials resulting from Minimum Order Quantity (MOQ) purchases or other activity remain the property of UEC Electronics unless otherwise specifically identified on the contract.