

**BEI DUNCAN ELECTRONICS TERMS AND CONDITIONS OF SALE**

**ORDER ACCEPTANCE**

The sale and shipment of the goods covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof. Any terms or conditions in the Purchaser's order inconsistent herewith are hereby rejected and shall not be applicable to the sale.

**PRICES**

The prices set forth on the reverse side are based upon the quantity and type specified, and are subject to revision when interruptions, engineering changes or changes in quantity are caused or requested by the Purchaser. Clerical errors are subject to correction.

**SPECIFICATIONS**

Weights, dimensions and specifications set forth in sales literature are application guides only and Seller does not warrant compliance unless so stated on the reverse side hereof. Certified drawings will be furnished on request.

**TERMS OF PAYMENT**

Terms of payment net thirty days from date of the invoice unless otherwise specifically stated on the reverse side hereof. All purchase orders are accepted subject to, and the obligation of the Seller to make deliveries is subject to, the right of the Seller to require of the Purchaser payment of all or any part of the purchase price in advance of delivery or to make shipments C.O.D. If the Purchaser fails to make advance payment when requested by the Seller, or if the Purchaser is or becomes delinquent in the payment of any sum due the Seller or refuses to accept C.O.D. shipments, then the Seller shall have the right, in addition to any other remedy to which it may be entitled by law or in equity, to cancel the sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to the Purchaser. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly.

**SHIPMENT**

Normally all shipments are made F.O.B. factory and title to purchased material and risk of loss therefor is passed to Purchaser when the material leaves Seller's facility. Unless otherwise agreed upon in writing purchased material will be shipped uninsured. Claims for shipping damage should be made direct to the carrier by the Purchaser. If Purchaser requests, shipments may be made F.O.B. destination but the selling price will thereupon include transportation charges, insurance charges and all special packaging and handling charges. Seller reserves the right to make partial shipment and invoice therefor.

**DELIVERY**

Unless otherwise stated the delivery schedules quoted refer to shipment and are based on elapsed time after receipt of customer's order at Seller's factory. Seller shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to causes beyond its reasonable control, or (2) due to acts of God, acts of a Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay the delivery shall be extended for a period equal to the time lost by reason of the delay.

**TAXES**

The amount of any or all present or future taxes or other governmental charges upon the production, shipment or sale of the products covered hereby, including use or occupation taxes, shall be added to the price and paid by the Purchaser, or in lieu thereof the Purchaser will furnish the Seller with tax exemption certificate acceptable to the taxing authorities.

**RETURNS**

No material may be returned for credit or warranty repair or replacement without prior authorization by Seller. A restocking charge, at Seller's discretion, may be applied against material returned for credit.

**TERMINATION**

If a binding agreement is entered into in accordance with these terms and conditions and such agreement subsequently is canceled for the convenience of Purchaser, Purchaser shall be liable for the payment of reasonable cancellation charges.

**WARRANTY**

Should any item furnished by Seller be found defective or fail to meet specifications because of faulty material or workmanship, it will be replaced by Seller at no charge provided such material is returned within a reasonable period and in any event no longer than one year from date of delivery to Purchaser and provided further that an examination by Seller confirms to Seller's reasonable satisfaction that the defect is covered by this warranty. Seller shall be released from all obligations under this warranty in the event repairs or modifications are made by other than Seller's own personnel, unless such repairs by others are made with the written consent of Seller. No lawsuit, notice of arbitration or other claims may be filed more than two years from the date of delivery of the goods with respect to a contract of sale.

Seller's responsibility is limited to repair or replacement of its products or repayment of the original purchase price at Seller's option, and these remedies are expressly agreed to be exclusive of any others.

In no event shall Seller be liable for consequential or punitive damages, including but not limited to loss of profits, loss of customers, loss of goodwill or delay.

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED OF FITNESS OR MERCHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**GENERAL**

All disputes arising in connection with this sale shall be subject to arbitration and governed by the California Code of Civil Procedure. In the event of a dispute each party shall select one arbitrator by giving the other party notice in writing and the two arbitrators shall select a third. The group of three arbitrators shall hear and decide the issues submitted to it.