

GENERAL TERMS AND CONDITIONS OF SALE

1. ORDERS

Orders shall be submitted ADAM TECHNOLOGIES, hereinafter called "ADAM TECH" in writing to the attention of the order department and shall specify the products and delivery date desired by the customer. All orders shall be subject to approval and acceptance in writing by a duly authorized agent of ADAM TECH. ADAM TECH may refuse to accept any order. An order acknowledgment shall be directed by ADAM TECH to the customer indicating ADAM TECH's interpretation of the order and ADAM TECH's intention to ship as shown on the acknowledgment. It will be the customer's responsibility to notify ADAM TECH immediately upon receipt of an order acknowledgment of any discrepancies that may exist; otherwise, the terms of the order acknowledgment shall be binding upon the customers. All written quotations shall be valid for thirty (30) calendar days from the date of quotation.

2. MINIMUM BILLING

Orders amounting to less than FIFTY DOLLARS (\$50.00) will be billed at FIFTY DOLLARS (\$50.00) net.

3. TERMS OF PAYMENT

The terms of payment for all orders are net thirty (30) days after date of invoice. After 60 days one and one half percent (1-1/2%) per month may be added to any balance owed, and in event of default reasonable collection charges and/or attorney fees charged.

4. DELIVERY AND SHIPMENT

ADAM TECH will ship all orders F.O.B. shipping point, no freight allowed, and by such means as ADAM TECH, in its discretion, determines to be most feasible; however, ADAM TECH will endeavor whenever practical to comply with the customer's request with regard to the mode of shipment and routing. All transportation charges for air shipments shall be at customer's expense. Products will be shipped utilizing standard ADAM TECH packaging. All requests for special packaging will carry an extra charge and be determined by ADAM TECH at times of customer's request.

Shipping dates on the order acknowledgment are estimated and ADAM TECH shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any cause. In no event shall ADAM TECH be liable to customer for consequential or special damages due to any cause.

5. SHIPPING LIABILITY AND CLAIMS

ADAM TECH shall not be liable for damages to or loss of any ADAM TECH products occurring after delivery by ADAM TECH to a carrier for shipment. All claims for damages or losses in transit shall be asserted directly against the carrier by the customer.

Notwithstanding any other provision to the contrary contained herein, it is understood and agreed that ADAM TECH shall have the right, but not the obligation, at the customer's sole expense, to insure any shipment of ADAM TECH products against loss or damage in transit.

6. TITLE TRANSFER

The legal and beneficial title and all property goods specified in the purchase order shall transfer at point of shipment.

7. TAXES

All sales, use and other taxes, federal or state, payable on account of a sale, shipment or delivery shall be for the account of and paid by the purchaser.

8. PRODUCT CHANGES

ADAM TECH shall have the right, at any time without notice to the customer to change the design, specifications or performance of the ADAM TECH products or to discontinue the manufacturing of any model or product. ADAM TECH shall have no obligations to modify ADAM TECH products previously ordered or delivered to reflect such design changes or modifications.

9. ADAM TECH LIMITED WARRANTY

ALL ADAM TECH PRODUCTS ARE WARRANTED AGAINST DEFECTS IN WORKMANSHIP, MATERIAL AND CONSTRUCTION FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SHIPMENT IF THE PRODUCTS HAVE BEEN PROPERLY INSTALLED, USED AND MAINTAINED. THERE ARE NO EXPRESS WARRANTIES OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. IN THE EVENT THAT ANY SUCH IMPLIED WARRANTIES MAY NOT BE ENTIRELY DISCLAIMED SUCH IMPLIED WARRANTIES, AND ALL OTHER WARRANTIES ARE LIMITED TO A ONE (1) YEAR PERIOD FROM THE DATE OF SHIPMENT. THE OBLIGATION OF ADAM TECH UNDER THIS LIMITED WARRANTY AND ALL OTHER WARRANTIES IS LIMITED TO THE FURNISHING OF NEW PARTS FREE OF CHARGE IN EXCHANGE FOR PARTS WHICH HAVE PROVEN DEFECTIVE AND DOES NOT INCLUDE ANY OTHER COSTS, SUCH AS THE COST OF REMOVAL OF THE DEFECTIVE PART, INSTALLATION, LABOR OR CONSEQUENTIAL DAMAGES OF ANY KIND, THE EXCLUSIVE REMEDY BEING TO REQUIRE SUCH NEW PARTS TO BE FURNISHED UNDER NO CIRCUMSTANCES WILL ADAM TECH'S LIABILITY EXCEED THE CONTRACT PRICE FOR THE PRODUCTS CLAIMED TO BE DEFECTIVE. ADAM TECH ASSUMES NO RESPONSIBILITY FOR THE PROPER SELECTION AND INSTALLATION OF ITS PRODUCTS. IT IS THE CUSTOMER'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OF THE ADAM TECH DEVICE FOR ITS APPLICATION. ADAM TECH MAKES NO WARRANTIES OF THE ADAM TECH PRODUCTS FOR ANY PARTICULAR APPLICATION. ADAM TECH MAKES NO WARRANTIES AND ASSUMES NO LIABILITY AS TO THE SUITABILITY OR SUFFICIENCY OF THE DEVICE FOR THE CUSTOMER'S APPLICATION. ALL WARRANTY CLAIMS MUST BE MADE IN WRITING TO ADAM TECH NOT LATER THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE WARRANTY OR THEY WILL NOT BE HONORED.

10. RETURNS OR CANCELLATION OF ORDERS

- A. Certain items, including those referenced in our published Price Book, are non-cancellable and non-returnable including but not limited to, cut pin headers, female headers, connectors with special options, custom connectors, cable assemblies, cut terminal blocks, large quantity blanket orders and special reduced price quotations.
- B. Orders which have been accepted by ADAM TECH may be canceled in whole or in part only with the written consent of ADAM TECH and the payment by the customer to ADAM TECH of a cancellation charge which will be assessed by

ADAM TECH on the basis of the processing stage of the order at the time of cancellation. No order may be canceled after shipment. Requests for extensions of shipment dates may be treated as order cancellations by ADAM TECH.

11. ORDER ADDITIONS

ADAM TECH may treat any additions to orders already accepted as new orders.

12. STANDING INSTRUCTIONS

ADAM TECH does not accept standing, general or blanket instructions. Each transaction must be accompanied by full instructions on the order.

13. FORCE MAJEURE

ADAM TECH will not be responsible for any losses or damages to customer (or any third person) whether occasioned by deviations in performance or the non-performance of any of ADAM TECH's obligations hereunder, or loss of or damage to goods when caused directly or indirectly by or in any manner arising from any casualty, revolution, act of God, Act (including delay or failure to act) of any government authority (dejure or defacto), or (declared or undeclared) riot, act of customer, strikes or other labor difficulties, shortage of labor, supplies and transportation facilities or any other cause or causes beyond his control or the control of its supplier.

14. INDEMNIFICATION

Customer agrees to hold ADAM TECH harmless from, defend and indemnify ADAM TECH against damages, claims, and expenses arising out of subsequent sales of ADAM TECH goods or products containing components sold by ADAM TECH and based upon personal injuries, deaths, property damage, lost profits and any other manners for which customer, its employees or subcontractors, or any third party are or may be to any extent liable, including, without limitation, penalties imposed by the Consumer Product Safety Act and liability imposed upon any person pursuant to the Magnuson-Moss Warranty act as now in effect of hereafter amended. The warranties and remedies provided for herein by ADAM TECH are available only to buyer and shall not extend to any other person.

15. RETURNS

All product purchases will be subject to limited repurchase at the original invoice price according to Distributor Policy Statement. Maximum line item repurchased will be limited to \$3,000. Returnability of product is determined by Return Code in paragraph 16 of Price List. All products not listed within Price Book will have a return code of "2" - Reviewable for Return.

16. INVENTORY AND RETURN CODES

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CODE	INVENTORY CODE	RETURN
STOCK ITEM	A. HEAVILY STOCKED ITEM (USUALLY IMMEDIATELY AVAILABLE)	1. RETURNABLE, STANDARD
RETURNABLE	B. MODERATELY STOCKED ITEM (DELIVERY - STOCK TO 3 WEEKS)	2. REVIEWABLE FOR RETURN 3. NON-CANCELLABLE/NON-
	C. GENERALLY NOT STOCKED (4 WEEK DELIVERY)	
	D. LONGER TERM DELIVERY (6-8 WEEK DELIVERY)	

(ALL PRICES SUBJECT TO FINAL CONFIRMATION. ADAM TECH NOT RESPONSIBLE FOR TYPE OR PRINTING ERRORS)