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SALES ORDER TERMS & CONDITIONS

1. Agreement and Acceptance.

This is an offer to sell, or a contract of sale for, as the case may be, the goods described in the body of this Sales Order (the "Goods"), for the price indicated in the body of this Sales Order, between Brandex Components, Inc ("Seller") and the purchaser identified in the body of this Sales Order ("Purchaser"). Any acceptance of the delivery of the Goods, or any acceptance or confirmation of this Sales Order, expressed or implied, shall constitute acceptance of the terms and conditions in the body of this Sales Order and those outlined in Brandex Components, Inc

2. Payment Terms.

Unless otherwise specified on the face of this Sales Order, Seller's *strict* payment terms are net thirty (30) days. Purchaser shall be liable to Seller for Seller's reasonable costs of collection incurred in collecting any amounts owed by Purchaser under this Sales Order, including reasonable attorneys' fees.

3. Open Order Pricing.

If Purchaser is buying the Goods pursuant to an open order with Seller, Purchaser understands and agrees that the cost of the Goods is subject to change upon written notice of two (2) days.

4. Taxes, Duties and Tariffs.

Unless otherwise specified on the face of this Sales Order, Purchaser shall bear the cost of all applicable federal, state, and local taxes, duties and tariffs incurred in connection with the sale of the Goods.

5. Inspection and Approval.

The Goods shall be deemed accepted by Purchaser upon physical receipt of Goods unless Purchaser provides Seller with written notice of its rejection of all or part of the Goods, such notice specifying the defect underlying the rejection, within seven (7) days after initial receipt of the Goods from the same lot.

6. Returns.

All returns must be accompanied by a valid Return Material Authorization (RMA) issued by Seller. Seller shall have the sole discretion not to accept returns of non-defective Goods, and may impose a restocking fee as a condition to accepting a return of non-defective Goods. Any returned Goods must be in a new and unused condition and be shipped in their original containers.

7. Deliveries.

Accelerated deliveries at the request of Purchaser may be subject to an additional expediting charge.

8. Risk of Loss.

Unless otherwise specified on the face of this Sales Order, all deliveries are F.O.B Seller or authorized shipper of Seller. Risk of damage to or loss of, the Goods shall pass to Purchaser upon tender to shipment carrier.

9. Limited Warranty.

Unless otherwise specified on the face of this Sales Order, Seller warrants that the Goods at time of shipment are: (a) new and unused; (b) free and clear of all liens and encumbrances; (c) in material conformance with all specifications, drawings, or descriptions furnished to Seller by Purchaser and accepted by Seller; and (d) of merchantable quality. Seller's obligation under this warranty is limited to the manufacturer or supplier replacement policy,

11. Selection/Design of Goods.

The selection of the Goods ordered, or design of any custom Goods, shall be Purchaser's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of Goods selected by Purchaser or of custom Goods, or in the event the Goods ordered are unsuitable for Purchaser's intended use.

12. Limitation of Liability.

Seller shall not be responsible for any misuse, neglect, accident, reconfiguration, or alteration of the Goods by Purchaser or others, or improper installation or use in violation of instructions furnished by Seller. Seller's liability for any claims or damages relating to the Goods shall be limited to the purchase price of the Goods, and in no event shall Seller be liable for any consequential, special, or incidental damages, loss, or expenses, or personal injury, directly or indirectly arising from use of Seller's products separately or in combination with any other equipment or material.



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13. Goods Solely for Commercial Purposes.

Purchaser represents and warrants that the Goods are being purchased, and will be used by it, solely for commercial, business, or government purposes, and not for personal, family, or household purposes.

14. Indemnification.

Purchaser shall indemnify, hold harmless, and defend Seller, and its directors, officers, employees, agents, and affiliates from and against any and all costs, claims, suits, liabilities, damages, and expenses of any kind whatsoever (including, but not limited to, court costs and reasonable attorneys' fees), incurred or suffered as a result of Purchaser's late payment or nonpayment (including the costs of collection), misuse or alteration of the Goods, or design of Goods selected by Purchaser or of custom Goods.

15. Cancellation.

Seller may cancel any outstanding portion of this Sales Order without penalty in the event Purchaser fails to comply with any of the terms and conditions of this Sales Order. Seller may also cancel any outstanding portion of this Sales Order in the event Purchaser becomes insolvent, is subject to a bankruptcy proceeding, makes an assignment for the benefit of creditors, or ceases or suspends its normal business operations. Any cancellation by Seller shall be without prejudice to any other rights which Seller may have against Purchaser under this Sales Order other wise. Purchaser may not cancel this Sales Order or any portion thereof without written approval from the Seller. Purchaser will be responsible for any and all costs incurred by Seller as a result of any cancellation (including, but not limited to the cost of Goods purchased or produced to fulfill this Sales Order which cannot be immediately sold for the same or higher price or returned to Seller's supplier for full refund).

16. Force Majeure.

Seller shall not be responsible for delays in producing, procuring, or delivering the Goods caused by: acts of nature, fires, war, terrorism, riot or insurrection, strikes or differences with or among workmen, government interference, inability to secure transportation, weather conditions, timing of deliveries from Seller's vendors or suppliers, or other contingencies beyond Seller's control. Should any of the foregoing conditions continue for a period of thirty (30) days after its first occurrence, Seller may cancel this Sales Order without incurring any liability to Purchaser.

17. Assignment.

Purchaser shall not assign any of its rights, or delegate any of its duties, under this Sales Order without the prior written consent of Seller, and any attempt to do so shall be void.

18. Remedies and Waiver.

All rights and remedies of Seller under this Sales Order shall be cumulative and in addition to any other rights and remedies available to Seller under any other valid agreement with Purchaser or any applicable law. No waiver or any breach of the provisions of this Sales Order shall be deemed a waiver of any other provision of this Sales Order or of any other Sales Order or further breach of this Sales Order or of any other Sales Order.

19. Governing Law and Venue.

This Sales Order shall be construed in accordance with, and governed by, the internal laws of the State of Florida, without regard to that state's choice of law principles. Any action brought in connection with this Sales Order or the Goods shall be brought only in the federal or state courts located in Broward County (Florida). Purchaser irrevocably submits to the personal jurisdiction of such courts, and waives any objection it may have concerning the venue or convenience of such forums.

20. MILI/CCLI/ITAR.(Export Control)

All items received from Brandex Components, Inc are possibly export controlled from the United States by the International Traffic in Arms Regulations (ITAR) and may be listed under the United States Munitions List Items (MLI)(see 22CFR121). These lists require registration of manufacturers and exporters with the U.S. Department of state, Directorate of Defense Trade Controls (DDTC) prior to any export from the U.S. (See 22CFR122). Items from the above lists, shipped from the United States must comply with the requirements specified under U.S. regulations and will be the responsibly of the PURCHASER to obtain all the necessary Authorizations, Licenses or Approvals.