global solutions :
local support.

Laird Technologies, Inc.
Terms and Conditions of Sale

1. Definitions

"the Company" means Laird Technologies, Inc., its subsidiaries or affiliates
"the Purchaser" means the person, firm or company to whom the Company may agree to sell Products.
"Purchase Order" means any Purchase Order issued by the Purchaser to the Company and which forms the basis of a Contract of Sale
"Products" means the goods, articles or services specified in the Purchase Order.
"Contract of Sale" means the contract for sale of the Products which contract shall be deemed to incorporate these conditions.
"Conditions" means these Laird Technologies Terms and Conditions of Sale .

"Acknowledgement" means these Laird Technologies Terms and Conditions of Sale .

2. General

2.1. Quotations shall only be available for acceptance for a minimum period of 30 days from the date thereof unless otherwise stated in the Company's quotation and may be withdrawn by the Company within such period at any time without notice. Quotations are based on original documents submitted. Future submittal may be cause for re-quotes.

2.2. All quotations are made and all orders accepted subject to the Conditions. All other conditions whatsoever are excluded from the contract or variation thereof, unless expressly accepted by the Company in writing. TO THE EXTENT, PURCHASER MAY HAVE TERMS AND CONDITIONS WHICH ARE INCONSISTENT WITH OR CONTRARY TO THE CONDITIONS HEREIN, SUCH PURCHASER'S TERMS AND CONDITIONS SHALL AT ALL TIMES BE DEEMED NULL AND VOID. Requests or requirements no specifically mentioned in our quoted prices, such as special certification, inventory reports, toll lists, tool condition reports, source inspection, special forms, etc., may incur additional costs.

2.3. Subject as hereinafter provided, the Contract of Sale shall be constituted by the return to the Company of signed Purchase Order and the acceptance by the Company of said Purchase Order by the return of a written Order Acknowledgement or may be constituted in such manner as the Company determines in writing from time to time. All purchase orders for Products must be placed in writing on official Purchaser letterhead, by mail, facsimile or e-mail addressed to the Company.

2.4. Acceptance of the Products by the Purchaser shall be conclusive evidence before any court or arbiter that these Conditions apply. Previous dealings between the Company and the Purchaser shall not vary or replace these Conditions or be deemed in any circumstances whatsoever to do so. The Purchaser hereby agrees to indemnify and hold the Company harmless from any loss or damage suffered by the Company arising out of any breach by Purchaser of any of the terms and conditions set forth herein.

3. Prices

3.1. All prices to Purchaser are Ex-Works (INCOTERMS 2000), Company facility, and do NOT include any applicable foreign, federal, state or local sales, use, excise or other taxes, freight, insurance or surcharge, unless otherwise specifically indicated on the face hereof, all of which shall be the sole liability of the Purchaser. Company shall charge applicable duty, value added tax or goods and services taxes, together with any and all such other taxes and charges as shall be applicable to Purchaser's order. All prices are subject to change at any time without notice to Purchaser. All prices are quoted in the currency shown on the face hereof.

3.2. Prices are based upon delivery of the entire quantity at completion of manufacture or upon partial shipments as manufactured or upon a delivery schedule accepted by us. Prices on shipments scheduled for installment deliveries or for delivery more than six months after date of order are subject to adjustment at time of shipment. We reserve the right to adjust the prices if market prices change.

4. Shipment and Delivery

4.1. Shipment dates are only approximate dates based on Company's best estimates. Company will attempt to timely ship the quantity ordered but reserves the right to overship or undership in accordance with commercial practices. Company will exercise its best efforts to ship on schedule, but shall not ever be liable for any damages or losses, of any kind or nature, which may be caused by any delay in shipment or delivery, including, but not limited to delay caused by strikes, floods, fires, accidents, inability to obtain sufficient materials or products from Company's suppliers, insufficient labor, transportation, equipment, or any legislative, administrative or executive law, order, or requisition of any federal, state or municipal government or any subdivision, department or office thereof. Each delivery, at the option of the Company, shall constitute a separate sale with the same effect. Risk of loss, injury or destruction will pass to the Purchaser at the time of delivery to the carrier for shipment. In the absence of specific instructions otherwise, Company will select a carrier with invoice to Purchaser.

5. Payment

5.1. Remittances should be made to the Company at the address shown on the invoice hereof. All payments shall be made in the currency invoiced by the Company. Wire transfers shall be applied per instruction shown on the face hereof. If financial condition or credit of Purchaser at any time shall in the judgment of Company not warrant shipment of products ordered, Company may at its option require full payment prior to shipment or refuse to ship and terminate any order outstanding without liability to the Company. Company reserves a purchase money security interest in the Products delivered to Purchaser, until all of Company's claims have been paid. Delinquent accounts are subject to an interest charge beginning at due date.

6. Warranty

6.1. Company warrants that at the time of the shipment of the subject the Products, such the Products conforms to the description listed on Company's Sales Order Acknowledgment. Company has the right, exercisable in its sole discretion, to substitute the Products comparable to any sample tested and approved by Purchaser and/or specified by Purchaser. Company's maximum liability to Purchaser or any other party, arising out of the the Products provided to Purchaser or its use, whether based upon warranty, contract, negligence, or any other cause or claim, shall at all times be limited solely to the repair or replacement, at the option of Company, of such the Products which does not conform to the description on Company's Sales Order Acknowledgement, determined by Company upon proof reasonably satisfactory to the Company, and upon expiration of any stated warranty period, any such liability shall terminate. Company limits all warranties to a maximum of 12 months from date of original shipment. COMPANY SHALL HAVE NO FURTHER LIABILITY FOR DAMAGES OR INJURY OF ANY KIND, WHETHER TO PURCHASER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, PERSONAL INJURIES AND PROPERTY DAMAGE, HOWEVER RESULTING, WHETHER FROM USE, CONDITION OR THE FAILURE OF COMPANY'S PRODUCT. THIS WARRANTY IS EXPRESSLY

IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE WARRANTIES EXPRESSLY STATED HEREIN. ALSO, COMPANY DOES NOT WARRANT THAT THE GOODS SHALL BE DELIVERED FREE FROM RIGHTFUL CLAIM OF ANY THIRD PARTY BY WAY OF INFRINGEMENT OR THE LIKE. NO PERSON IS AUTHORIZED TO REPRESENT, PROMISE OR ASSUME ANY OBLIGATION OR LIABILITY CONTRARY OR IN ADDITION TO THIS WARRANTY. ALL OTHER WARRANTIES ARE SPECIFICALLY AND EXPRESSLY EXCLUDED.

7. Claims for Damages / Defective Products/Limitation of Liability

7.1. In the event that the Purchaser alleges that it has received defective or damaged Products, the Purchaser must inform the Company in writing within thirty (30) days of date of receipt of the Products, failing which all claims shall be deemed to be waived and the goods to have been accepted by the Purchaser. This written notice must include the part number of the Products, a description of the characteristics, which are not satisfactory, the MO number related to the batch, along with any further unique reference numbers that may appear on the packaging of the Products. Upon review and approval of the written notice by the Company, the Company will issue a Return Material Authorization number, which allows the Purchaser to return the defective goods. Upon receipt of the entire quantity of defective material, the Company will replace the Products on a like-for-like basis, or at the discretion of the Purchaser, will issue credit to the Purchaser's account with the Company. The issuance of debit notes by the Purchaser while awaiting a potential credit on damaged or defective parts will not be accepted by the Company as having discharged the liability of the debt incurred on the issuance of the original invoice. Claims for shortage of delivery of Products will not be entertained unless a separate written notice is given to the Company within five (5) days of date of receipt of the Products. Where the terms of delivery are freight collect the Company cannot accept any liability for the actions of the Purchaser's designated freight forwarder or carrier and as such no claim may be made against the Company for such delivery shortages. No claim by the Purchaser in respect of certain Products whether in one or more orders shall be accepted as a reason for cancellation of any other orders or the remainder of any order part of which is subject to the claim. Products supplied by the Company must be stored, carried, processed, installed or otherwise handled or dealt with in accordance with the Company's published instructions, and in accordance with normal safety procedures for the handling of the Products and the Company shall not be liable for any loss, damage, injury or expense arising out of the Products or their condition if this is not done. The Company shall not be liable to replace any Products rejected only on the grounds of immaterial imperfections or variations in the manufacturing process.

7.2. Limitation of Liability
In the event of any claim against the Company in respect of any matter whatsoever, the Company's liability (if any) shall be limited to the replacement of the Products sold in respect of which the liability arises if required and practicable, or the Purchaser shall be given a credit for the invoiced value of the order in respect of which the liability arises. The maximum amount of the Company's liability in respect of Products sold shall therefore be the invoice value of such Products sold by the Company to the Purchaser.

8. Modification or Addition of Terms and Conditions

8.1. No modification of, addition to, or waiver of any of the terms and conditions stated herein shall be binding upon Company, except by express written consent of an authorized officer of Company, which refers to the provisions hereof. Waiver by Company or invalidation by any court of any specific term or condition contained herein shall not be construed as waiver of any other term or condition. Purchaser may not assign its order or any contract with Company without the written consent of the Company.

9. Intellectual Property

9.1. All intellectual property of Company, its products and processes including, but without limitation to the foregoing, patents, copyright, trade marks, design rights and know-how is and shall remain the sole and exclusive property of the Company. Purchaser specifically acknowledges that it has no intellectual property, of whatsoever nature, in products or processes supplied or utilized by Company. Purchaser agrees not to copy any product or process of the Company, or any part thereof, except with the express, prior written consent of Company. Such consent is to be given at the sole discretion of Company./ All risks of direct or indirect patent infringement are assumed by the Purchaser. Nothing shall be construed as recommendation to make, use, or sell any Product or process in conflict with existing or future patents.

10. Time and Indulgence

10.1. The whole rights and remedies of Company of these terms and conditions shall not be prejudiced or derogated from in any way by the failure of Company whether on one or more occasions to exercise any of said rights and remedies, or by its agreement whether on one or more occasions not to exercise any of said rights and remedies.

11. Tooling and Special Gages

11.1. All Tooling shall be and remain the property of the Company.
11.2. Costs for all special gages and tooling are the responsibility of the customer.

12. Cancellations and Returns

12.1. Orders may be cancelled only with the prior written consent of the Company. Cancellations will be subject to, at the sole discretion of the Company, a minimum cancellation charge and charge for materials and labor incurred.
12.2. The Company will not accept the return of any Products without the Company's prior written consent. Returns will be subject to a minimum handling charge and restocking fee.

13. Severability

13.1. In the event that any or any part of these Conditions shall be determined to be invalid, unlawful or unenforceable to any extent, such conditions or provision shall be severed from the remaining conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

14. Law of Contract and Jurisdiction
14.1. This Agreement is governed by and will be construed in accordance with the substantive and procedural laws of the State of Missouri, U.S.A. without regard to or application of any conflicts of law principles. Any suits, actions and proceedings to enforce this Agreement will be brought and resolved in and by the Circuit Court of St. Louis County, Missouri, U.S.A. or the U.S. District Court for the Eastern District of Missouri, U.S.A. To the extent permitted by law, each Party hereby irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction of such courts, (ii) waives any immunity to service of process in respect of any such suit, action or proceeding to which it might otherwise be entitled and (iii) waives any and all objections, claims and defenses that such venue and forum is/are improper or inconvenient.