

GENERAL ZETTLER GROUP TERMS AND CONDITIONS OF SALE

1. All orders are taken subject to acceptance by the applicable ZETTLER Group Company (see front or first page) - American Zettler, Inc., ZETTLER Magnetics, Inc., ZETTLER Controls, Inc., AZ Displays, Inc. and ZETTLER Integrated Solutions, Inc. at their Offices at 2410 Birch St., Vista, CA 92081. An acceptance by the purchaser of any goods, ordered either in writing or verbally, shall constitute an acceptance of these Terms and Conditions of Sale. Changes in specifications and drawings are subject to acceptance in the same manner as the original order, and, in any event, such changes are the responsibility of the purchaser, and the ZETTLER Group Company is to be reimbursed for all costs and materials which cannot be used due to the changed specifications.
2. An increase in quantity of an acknowledged and/or a partially shipped order will be considered a new order and priced at the quantity of the increase. No credit or changes of invoices for items shipped prior to receipt of an increase will be allowed. A decrease in the quantity of an acknowledged order will subject the uncanceled items to be priced according to the quantity price applicable. Items previously shipped shall be subject to an additional billing invoice for the difference in quantity prices. The cancelled units will be subject to cancellation charges.
3. The ZETTLER Group Company will accept annual purchase agreements for both individual and combined quantities of its products subject to certain minimum quantities. The ZETTLER Group Company reserves the right to bill back to the appropriate quantity discount should purchaser fail to accept the quantities as specified on such an annual agreement.
4. Quoted prices do not include taxes and all sales made are subject to any applicable taxes imposed by the Federal or State governments, or by any other governmental authority. They also do not include transportation charges which will be added at the time of invoicing. Unless otherwise stated, prices may change due to changes in import tariffs and other direct taxes between date of quotation and date of shipment.
5. On approved credit, our standard terms are NET 30 days with 0% discount. Other terms only, if authorized in writing by the ZETTLER Group Company. Orders placed on not approved credit are treated as pre-paid at time of purchase (see #6 for more details).
6. We reserve the right to hold up, suspend, or cancel any shipment or to modify the terms of payment for credit reasons. Any legal and/or debt collection fees incurred as the result of late or non-payment shall be the sole responsibility of the customer, and will be billed accordingly. An Interest Charge of 1½% will be added to overdue balances.
7. This document shall operate as a confirmation of any verbal contract or other contract insufficient in law.
8. Force Majeure: Seller should not be liable for any loss, damage, or delay caused by acts of God, acts of the enemy, acts or regulations or decrees of any government (de facto or de jure). The elements, earthquakes, floods, fires, riots, war, shipwreck, strikes, freight embargoes, lockouts, work stoppages, unusually severe weather or other cause above and beyond the control of seller.
9. Every effort will be made to deliver within the promised time. We will not assume any responsibility whatsoever growing out of delays beyond our control. No customer reschedules inside of lead times.
10. All pricing/orders are F.O.B. Vista, CA, unless otherwise stated or agreed upon in writing. Title and risk of loss of goods pass to the purchaser at the F.O.B. point.
11. Any claims for defective workmanship or material must be made in writing by the purchaser within thirty (30) days after receipt of material. The ZETTLER Group Company will not accept return of any goods without such a written notice and the issuance by the ZETTLER Group Company of a Return Authorization number. Should inspection of returned items show they are defective due to the ZETTLER Group Company's manufacture, they will be replaced at no charge to the purchaser. If inspection shows they have been damaged by the purchaser, the ZETTLER Group Company will advise the purchaser accordingly and will request repair or replacement authorization, or disposition of the returned items. Unless negotiated otherwise, RMA shipments to ZETTLER Group Company are paid by the shipper; The ZETTLER Group Company will pay for the shipment from its warehouse to the designated customer's shipping address.
12. All claims for shortages or incorrect items on shipments must be made in writing to the ZETTLER Group Company, within ten (10) days of receipt of shipment. Return of incorrectly shipped items must also receive a Return Authorization number from the ZETTLER Group Company.
13. The purchaser will protect and indemnify the ZETTLER Group Company against all claims of infringement of patents, designs, copyrights or trade names with respect to the products manufactured wholly or partially to the purchaser's designs or specifications or especially designed by the ZETTLER Group Company to meet the purchaser's requirements.
14. The ZETTLER Group Company does not recognize any terms and conditions printed on purchaser's order which enlarge the ZETTLER Group Company's liability or responsibility beyond those stated in this quotation.
15. No change or waiver of any of these conditions shall be effective unless expressed in writing and signed by an official of the ZETTLER Group Company.

WARRANTY

The ZETTLER Group Company warrants its products to be free from defects in workmanship and material for a period of one (1) year from the date of delivery to the purchaser buying direct from the ZETTLER Group Company or the purchaser buying direct from a Franchised Distributor of the ZETTLER Group Company.

This warranty includes, but is not limited to those products manufactured to specifications supplied to the ZETTLER Group Company by the purchaser. Any defects appearing more than one year from the date of delivery to the purchaser, shall be deemed to be due to ordinary wear and tear.

The ZETTLER Group Company assumes no risk or liability for the suitability or unsuitability or results of the use of its products, used in combination with any electrical or electronic components, circuits, systems, assemblies, or any other material, substances, or environments. The ZETTLER Group Company shall in no event be liable for any property damage or personal injury resulting directly or indirectly from the use or operation of any goods purchased from the ZETTLER Group Company, or any apparatus containing goods purchased from the ZETTLER Group Company or for any consequential damages or loss of anticipated profits.

The ZETTLER Group Company's sole responsibility, under this warranty, shall be to repair or replace, at its discretion, F.O.B. factory. This warranty is made on the condition that prompt notice of any defect is given to the ZETTLER Group Company in writing within the warranty period. Defective items should be returned to the Zettler Group Company properly packed and returned prepaid by the purchaser.

The foregoing constitutes the sole and exclusive remedy of the purchaser and the exclusive liability of the ZETTLER Group Company. AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AS TO THE MERCHANTABILITY, FITNESS FOR PURPOSE SOLD, DESCRIPTION, QUALITY, PRODUCTIVENESS, OR ANY OTHER RESULTS. In no event shall the ZETTLER Group Company be liable for special or consequential damages or for delay in performance of this warranty.