

TERMS AND CONDITIONS OF SALE

THE SALE OF PRODUCTS AND SERVICES ("PRODUCTS") BY COMPONENT ELECTRONICS, INC, ("COMPONENT ELECTRONICS") ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT") REGARDLESS OF OTHER OR ADDITIONAL TERMS OR CONDITIONS THAT CONFLICT OR CONTRADICT THIS AGREEMENT IN ANY PURCHASE ORDER, DOCUMENT, OR OTHER COMMUNICATION ("ORDER"). PREPRINTED TERMS AND CONDITIONS ON ANY CUSTOMER ("CUSTOMER") DOCUMENT (FOR EXAMPLE: PURCHASE ORDERS OR CONFIRMATIONS.) AND/OR COMPONENT ELECTRONICS FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS WILL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT.

By accessing, visiting, browsing, using or interacting or attempting to interact with any part of the Site or any Software, program or Services on the Site you agree on your behalf personally, and on behalf of any entity for which you are an agent or you appear to represent, (collectively and individually "you," "your," or "user") to each of the terms and conditions of sale set forth herein. By ordering Products through the Site or by mail, e-mail, phone, fax, or any other method, you agree on your behalf personally and on behalf of any entity for which you are an agent or you appear to represent to terms and conditions of sale.

1. ORDERS

All Orders are subject to acceptance by COMPONENT ELECTRONICS. All orders are considered non-cancelable and non-returnable ("NCNR") unless agreed to in writing by COMPONENT ELECTRONICS. The Customer may not cancel or reschedule orders for any Products without COMPONENT ELECTRONICS's consent.

2. PRICES

Prices are subject to change at any time without any notice. Prices are for Products only and do not include taxes, shipping charges, freight, duties and other charges or fees. Buyer is responsible for all Additional Fees.

3. TERMS OF PAYMENT

COMPONENT ELECTRONICS offers the following payment methods for online ordering: MasterCard, Visa, PayPal, and Net Terms to qualified Buyers, as determined by COMPONENT ELECTRONICS in writing. COMPONENT ELECTRONICS reserves the right to require payment in advance. COMPONENT ELECTRONICS reserve the right to change or cancel the credit terms of any customer any time without any notice. Payments not made when due shall be subject to a service charge of 2% per month to compensate for loss due to delay in receiving payment. Buyer agrees to pay all fees (i.e., collection fees, reasonable attorneys' fees, court costs, or any other associated costs, etc.) incurred by COMPONENT ELECTRONICS as a result of Buyer's failure to pay COMPONENT ELECTRONICS's invoice within the terms set forth therein.

4. DELIVERY AND TITLE

Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. COMPONENT ELECTRONICS's delivery dates are estimates only and COMPONENT ELECTRONICS is not liable for delays in delivery. COMPONENT ELECTRONICS reserves the right to make partial shipments and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any Order does not entitle Customer to cancel Order.

5. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS

Customer must notify COMPONENT ELECTRONICS in writing of any damage, shortage, or other discrepancy to Products within 7 days after delivery. After this time period, Customer is deemed to have accepted the Products and may not revoke acceptance. Customer cannot return Products without a return material authorization ("RMA") number. "RMA" Requests will only be reviewed if the request is made within thirty (30) days of delivery and acceptance of product. Returned Products must be in original manufacturer's shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA and pays any restocking charges determined by COMPONENT ELECTRONICS. COMPONENT ELECTRONICS will not accept any return without a return material authorization ("RMA") number.

6. WARRANTY

COMPONENT ELECTRONICS makes no warranty with regard to the fitness of any Product for Buyer's particular or intended use, or that Products sold will be compatible with Buyer's circuit or product designs. Buyer acknowledges and agrees that COMPONENT ELECTRONICS disclaims any implied warranty of merchantability. COMPONENT ELECTRONICS warrants that any Product sold by COMPONENT ELECTRONICS will be free from defects in form, fit and function for a limited period of thirty (30) days from the original invoice date (the "Warranty Period"). The limited warranty does not apply to any Product that: (i) has been subject to abuse, misuse (including, without limitation, static discharge), neglect, accident or modification; (ii) is otherwise not capable of being tested; (iii) has been installed in an unsuitable installation environment for the Product; (iv) has been used for purposes other than for which it was designed; or (v) has been damaged by heat, moisture, electrostatic discharge or similar causes. Buyer's sole remedy for any breach of the limited warranty set forth herein shall be one of the following remedies, as selected by COMPONENT ELECTRONICS in its sole discretion: (i) the replacement of the non-conforming Product; or (ii) the refund of the purchase price paid for the non-conforming Product within the Warranty Period, in accordance with COMPONENT ELECTRONICS's return policy.

7. LIMITATION OF LIABILITY

COMPONENT ELECTRONICS shall have no liability for special, general, or consequential damages of any kind or from any cause whatsoever. COMPONENT ELECTRONICS's liability shall be limited, in COMPONENT ELECTRONICS's sole discretion, to one of the following: (i) the replacement of non-conforming Product; or (ii) the refund of the purchase price of the non-conforming Product, conditioned on COMPONENT ELECTRONICS's receipt of the non-conforming Product within the Warranty Period, in accordance with COMPONENT ELECTRONICS's return policy. In no event shall COMPONENT ELECTRONICS be liable for damages or expenses caused by the use of the non-conforming Product.

8. USE OF PRODUCTS

Products sold by COMPONENT ELECTRONICS are not authorized for use as critical components in life support devices or systems, military/defence applications, nuclear or other applications. Please, do not use product purchased as critical components in such systems and applications. By critical component meaning any component of a life support device or system, nuclear or other applications whose failure to perform can be reasonably expected to cause the failure of the life support device or system, or to affect its safety or effectiveness, or cause catastrophic property damage. COMPONENT ELECTRONICS accepts no liability whatsoever in contract, tort or otherwise whether or not resulting from our or our employees' negligence or failure to detect an improper purchase, it is solely Buyer's responsibility for such purchase.

10. EXPORT/IMPORT

Certain Products sold by COMPONENT ELECTRONICS and other related technology and documentation are subject to export control laws, regulations and orders of Canada, United States and the export or import control laws

and regulations of other countries. Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. Customer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

11. PRODUCT INFORMATION

COMPONENT ELECTRONICS makes no representation as to the accuracy or completeness of the Product information, Product's specifications, dimensions, images etc. and disclaims all representations, warranties and liabilities under any theory with respect to the Product information, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. COMPONENT ELECTRONICS recommends Customer validate any Product Information before buying, using or acting on such information. All Product information is subject to change without notice. COMPONENT ELECTRONICS is not responsible for typographical or other errors or omissions in Product information.

12. INCOTERMS

All international shipments are Ex-Works COMPONENT ELECTRONICS's location

13. GENERAL

- a. The laws of the Province of Ontario will exclusively govern any dispute between COMPONENT ELECTRONICS and Customer.
- b. Customer may not assign this Agreement without the prior written consent of COMPONENT ELECTRONICS. COMPONENT ELECTRONICS or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.
- c. This Agreement can only be modified in writing signed by authorized representatives of both COMPONENT ELECTRONICS and Customer.
- d. COMPONENT ELECTRONICS and Customer are independent contractors and agree that this Agreement does not establish a joint venture or partnership.
- e. COMPONENT ELECTRONICS's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.
- f. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.