

Terms and Conditions of Sale

All orders for PRODUCTS OR SERVICES of Ulti-Mate Connector Inc. shall be subject to these Terms and Conditions of Sale. No modified or other conditions for these products or services will be recognized by unless specifically agreed to in writing by an Executive Officer of Ulti-Mate Connector Inc. Failure of Ulti-Mate Connector Inc. to object to provisions contained in any order or other communication from a purchaser shall not be construed as a waiver of these conditions nor an acceptance of any such provision

PRICES

Prices are subject to CHANGE WITHOUT NOTICE. All quotations expire 60 calendar days from the date issued and can be terminated by notice within that period. Prices shown in Ulti-Mate Connector Inc. publications are not a definite quotation or offer to sell. These publications are maintained as a source of general information and prices shown therein are subject to specific confirmation. If normal processing of an order is held up by instructions of the purchaser, the order will be subject to the same price as new orders entered on the date instructions are received to proceed with the order. An addition to a previously entered order will be accepted only at prices and discount schedules in effect the date the addition is made.

ORDERS

All orders must be bona fide commitments showing definite prices and mutually agreed to delivery dates, together with stipulated quantities and complete descriptions of each item ordered.

Customer agrees that any and all patentable inventions conceived, written, created or first reduced to practice in the performance of work for any order shall be the sole and exclusive property of Ulti-Mate Connector Inc.

ERRORS

All clerical errors are subject to corrections.

PENALTIES AND DELAYS

No penalty clause of any kind in any specification or order will be effective unless specifically approved in writing by an Executive Officer of Ulti-Mate Connector Inc. Ulti-Mate Connector Inc. shall not be liable for any damages caused by delays beyond reasonable control of Ulti-Mate Connector Inc., including without limitation, fire, strike, act of the purchaser, restrictions by civil or military authority, act of God, transportation failures, or inability to obtain labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period of time equal to the time lost by reason of delay.

Ulti-Mate Connector Inc
1872 N. Case St., Orange, CA 92865
(714) 637-7099, Fax (714) 637-7464

CANCELLATION AND ALTERATION

Orders placed with and accepted by Ulti-Mate Connector Inc. are Non-Cancelable and Non-Returnable. Ulti-Mate Connector Inc. requires 90 days minimum notice to alter scheduled deliveries. If Ulti-Mate Connector Inc. were to negotiate and accept an order cancellation the requirement will be subject to charges based upon expenses already incurred and commitments made by Ulti-Mate Connector Inc. Materials fabricated or processed to customer specification may be done as one lot to effect prices shown. Labor may be expended as one lot but may also be per delivery, thereby possibly necessitating a set-up charge for each delivery date.

TERMS OF PAYMENT

The terms of payment to purchasers of satisfactory credit are net thirty (30) days, Ulti-Mate Connector Inc. reserves the right to require full or partial payment in advance if, in its opinion, the financial condition of the purchaser at any time does not justify continuance of production, or shipment, on the terms of payment specified. Materials held for the purchaser shall be at the risk and expense of the purchaser and payment shall become due from the date on which Ulti-Mate Connector Inc. is prepared to make shipment.

MINIMUM BILLING

Orders amounting to less than \$300 net will be billed at \$300

SHIPMENTS

All shipments are made F.O.B. Orange, California (unless otherwise specified), and normal boxing and packing for domestic shipment are included in the quoted price. When special domestic or export packing is specified involving greater expense than the customarily supplied, a charge may be made to cover such extra expense. Purchasers must state clearly desired method of shipment. Unless otherwise specified, Ulti-Mate Connector Inc. normally will use the best, least expensive surface transportation.

PARTIAL SHIPMENTS

All shipments by Ulti-Mate may be within 2% over or under the exact quantity ordered by Buyer. The price of the order will be adjusted by the unit amount for such underage or overage, if any. Ulti-Mate reserves the right to make delivery in installments. Delay in delivery of any installment will not relieve Buyer of its obligation to accept remaining deliveries

DAMAGE AND LOSS

Ulti-Mate Connector Inc. takes great care in packing materials for shipment. Ulti-Mate Connector Inc. cannot be held responsible for breakage after having received "in good order" receipts from the carrier. All claims for loss and damage must be made by the purchaser to the carrier, but Ulti-Mate Connector Inc. will assist insofar as practical in securing satisfactory adjustment of such claims. Claims for shortages or incorrect materials must be made in writing within thirty (30) days after receipt of the shipments by the purchaser and failure to give Ulti-Mate Connector Inc. such written notice within that thirty (30) day period shall be an unqualified acceptance of materials and waiver by

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the purchaser of all such claims. Materials damaged or lost in the course of a shipment by an untraceable carrier specified by purchaser will be replaced by Ulti-Mate Connector Inc. at purchaser's cost upon receipt of a new purchase order for such replacement materials.

RETURNING MATERIALS

IN NO CASE IS MATERIAL TO BE RETURNED WITHOUT FIRST OBTAINING ULTI-MATE CONNECTOR INC.'S PERMISSION AND A RETURNED MATERIAL AUTHORIZATION. All returned materials must be packed properly to reach Ulti-Mate Connector Inc. without damage and are subject to final inspection at Ulti-Mate Connector Inc. Defective materials found to be Ulti-Mate Connector Inc.'s fault will be credited, including all transportation charges. Returns for which Ulti-Mate Connector Inc. is not responsible are subject to charges to customer for rework, repair or replacement, as required. Items sold by Ulti-Mate Connector Inc. are warranted only as stated below. Subject to the exceptions and upon the conditions specified below. Ulti-Mate Connector Inc. agrees to correct, either by repair, or at its election, by replacement, any defect of material or workmanship which develops within one year after delivery to the original purchaser by Ulti-Mate Connector Inc. or by an authorized representative, provided that investigation and factory inspection by Ulti-Mate Connector Inc. discloses that such defect developed under normal and proper use.

WARRANTY

Ulti-Mate Connector Inc. warrants all products for a period of one year against any defects in material or workmanship. The conditions of this warranty are as follows:

- a. Ulti-Mate Connector Inc. shall be released from all obligations under its warranty in the event repairs or modifications are made by persons other than its own service personnel unless such repairs by others are made with the written consent of Ulti-Mate Connector Inc.
- b. Except as stated above, Ulti-Mate Connector Inc. makes no warranty, express or implied (either in fact or by operation of law), statutory or otherwise and except to the extent stated above, Ulti-Mate Connector Inc. shall have no liability under any warranty, express or implied (either in fact or by operation of law), statutory or otherwise.
- c. Ulti-Mate Connector Inc. expressly disclaims any liability to its customers, representatives, and to users of its products, and to any other person or persons for special or consequential damages of any kind and from any cause whatsoever arising out of or in any way connected with the manufacture, sale, repair, replacement of, or arising out of or in any way connected with the use of any of its products.
- d. Representations and warranties made by any person, including representatives of Ulti-Mate Connector Inc., which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Ulti-Mate Connector Inc. as set forth above), shall not be binding upon Ulti-Mate Connector Inc. unless provided in writing and approved by an officer of Ulti-Mate Connector Inc..
- e. This warranty shall be governed by the laws of the State of California.

TAXES

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Any manufacturer's tax, use tax, sales tax, or tax or duty of any nature whatsoever, which may be assessed against an order, shall be added to the price quoted or invoiced and shall be paid by the purchaser, and in the event Ulti-Mate Connector Inc. is required to pay any such tax or duty, the purchaser shall reimburse Ulti-Mate Connector Inc.; or, in lieu of such payment, shall provide Ulti-Mate Connector Inc. at the time the order is submitted with exemption certificate or other document acceptable to taxing or customs authorities.