

General Terms & Conditions

1. Responsibility And Title:

All orders are acknowledged, either in writing or by actual shipment, after final acceptance by IDEC. Risk of loss shall pass to Buyer upon delivery to carrier at IDEC's F.O.B. point. The products are security for full payment of the purchase price. If payment is not made on a timely basis, the title to the products shall revert to IDEC.

2. Shipments:

F.O.B. Sunnyvale, California, seller's dock.

3. Delivery Schedule:

IDEC shall not be liable for delays in delivery or failure to perform due to causes beyond reasonable control of IDEC. IDEC reserves the right to bill for merchandise and charges for warehousing, insurance, trucking and other associated expenses, if and when shipment should be held beyond scheduled date at the request of Buyer.

4. Cancellations:

No order accepted by IDEC may be altered or modified by Buyer unless agreed to in writing signed by an authorized official of IDEC, and no such order may be canceled or terminated except upon payment of IDEC's loss, damage and expense arising from such cancellation or termination.

5. Special Handling:

If special transportation, packaging or overseas shipment is requested by Buyer, IDEC reserves the right to assess special handling charges.

6. Terms of Payment:

One percent (1%) discount if paid within ten (10) days from date of invoice, or total amount of invoice within thirty (30) days. Past due accounts are subject to a finance charge of 1.5% per month (annual percentage 18%) or the maximum rate permitted by law, whichever is less.

7. Inspection and Acceptance of Merchandise:

Buyer is responsible for evaluating received merchandise for final acceptance. All claims for shortages must be made within thirty (30) days from receipt of

merchandise.

8. Returns:

No merchandise shall be returned unless return authorization has been secured from IDEC. Refer to IDEC's Returned Goods Policy.

9. Warranty:

IDEC warrants its merchandise to be free from defects in material and workmanship under normal and proper use for a period of one (1) year from date of shipment. Buyer's exclusive remedy for a nonconformity in any item shall be repair or replacement at seller's option. This warranty is in lieu of all other warranties whether expressed, implied or statutory, including implied warranties of merchantability and of fitness. IDEC shall not be liable for claims based on breach of warranty or negligence or any other damages including consequential, contingent or incidental damages. Warranty does not apply if the merchandise is altered or modified in any way after delivery by IDEC.

10. Patents:

IDEC shall have no liability of any kind with respect to any actual or alleged infringement of any United States or foreign patent, trade mark or similar rights.

11. Technical Data:

Buyer shall not use, duplicate or disclose any technical data delivered or disclosed by IDEC to Buyer for any purpose other than for use, operation or maintenance of merchandise purchased by Buyer, without IDEC's prior written consent.

12. Taxes:

Unless Buyer provides IDEC with tax exemption certificates acceptable to the taxing authorities, Buyer shall pay any sales, use, excise or similar tax attributable to the sale of merchandise covered hereby.

13. Governing Law:

This agreement and performance by the parties hereunder shall be construed in accordance with the law of the state of California.

14. Specifications, Dimensions & Pricing:

Subject to change without notice.

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