
Terms and Conditions of Sale

1. **Shipping Dates:** Shipping dates are approximate as they are dependent upon credit approval and subject to delays beyond UEC's control including, but not limited to, supplier delivery.
2. **NCNR:** All items shipped are non-cancellable, non-returnable.
3. **Prices and Specifications** may be contingent upon prices and information received from our suppliers. Should our suppliers' prices change during the contract period, UEC reserves the right to revise our quote based on those changes.
4. **Payment Terms:** Net 30 days to companies with established credit ratings. In the event Buyer fails to fulfill previous terms of payment, or in case Seller has any doubt at any time as to Buyer's financial viability, Seller may decline to make further deliveries except upon receipt of cash in advance or other special arrangements. Service charges on past due balances shall be imposed at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less.
5. **Shipping Terms:** Unless otherwise agreed in writing shipment terms are F.O.B. Origin. Title to all material sold shall pass to Buyer upon delivery by Seller to carrier at shipping point.
6. **State and Local Taxes:** Quotes prices are exclusive of any taxes. Any taxes which the Seller may be required to pay or collect upon or with respect to the sale, purchase, delivery, use or consumption of any of the material covered hereby shall be for the account of and the responsibility of the Buyer and shall be added to the invoice.
7. **Special Tooling:** Tools, silk-screens and test equipment acquired to produce goods for Buyer remain the property of Seller unless otherwise agreed and may not be removed.
8. **Export Orders:** Terms, discounts and conditions of sale for purchase orders originating or for shipment to final destinations outside the U.S.A. will be furnished upon request.
9. **Limited Warranty:** The Seller warrants all property and equipment to be free from defects in workmanship or material under normal use and service when used in accordance with Seller's published specifications and operating parameters under normal industrial conditions for a period of one year from date of shipment. "Normal use and service" means operation within the environmental, electrical, and mechanical parameters specified in Seller's documentation and industry standards. Liability under this warranty is limited to repair or replacement F.O.B. origin of any parts which prove to be defective within that time or repayment of the purchase price at the Seller's option provided the products have been returned, transportation prepaid, within one year from date of purchase. All technical advice, recommendations and services are based on technical data and information which the Seller believes to be reliable and are intended for use by persons having skill and knowledge of the business, at their own discretion. In no case is Seller liable beyond replacement of product F.O.B. origin or the full purchase price. This warranty does not apply if the product is abused, altered, used at ratings above the maximum specified, or otherwise misused in any way.

THE EXPRESS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER REPRESENTATIONS MADE BY ADVERTISEMENTS OR BY AGENTS AND ALL OTHER WARRANTIES, BOTH EXPRESSED AND IMPLIED, THERE ARE NO IMPLIED WARRANTIES OF MERCHANT-ABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE FOR GOODS COVERED HEREUNDER.
10. **Buyer's Remedies:** THE BUYER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF OR IN RESPECT TO THE FURNISHING OF NON-CONFORMING OR DEFECTIVE MATERIAL SHALL BE TO SECURE REPLACEMENT THEREOF

AS AFORESAID. THE SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF ANY LABOR EXPENDED ON ANY SUCH MATERIAL OR FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANYONE BY REASON OF THE FACT THAT IT SHALL HAVE BEEN NON-CONFORMING OR DEFECTIVE.

- 11. Acceptance:** All orders shall be subject to the terms and conditions contained or referred to in the Seller's quotation, acknowledgement, and to those listed here and to no others whatsoever. No waiver, alteration or modification of these terms and conditions shall be binding unless in writing and signed by an executive officer of the Seller. All orders are subject to written acceptance by Seller.
- 12. Professional Liability:** UEC provides design & build services within industry accepted standards of due care. By its acceptance of the UEC's products Customer warrants that it has the technical expertise and the responsibility to thoroughly review and approve UEC generated design documentation. All parties recognize that there may be errors and omissions in the documentation, hardware, and/or software. By accepting this proposal, UEC and Customer agree that UEC's sole obligation for any errors and omissions shall be to provide reasonable engineering and technician services to help correct such errors and omissions, provided that: (a) such corrective services shall not exceed forty (40) hours of engineering time or ninety (90) days from notice of the error or omission, whichever occurs first; (b) Customer provides written notice of claimed errors or omissions within six (6) months of delivery; and (c) the claimed error or omission materially deviates from the approved specifications. This obligation constitutes UEC's entire liability for professional services, and UEC shall not be responsible for any labor costs, materials, consequential damages, or other expenses incurred by Customer or other "ripple" effects caused by these errors and omissions.
- 13. Termination:** In the event that the agreement formed by acceptance of the quotation is terminated for any reasons other than breach by seller, buyer shall pay to seller the following:
 - a. The price in effect at time of shipment for all products which have been shipped or the price in effect at time of termination for all product ready for shipment pursuant to a firm order.
 - b. The actual costs of work-in-process and raw materials incurred by seller, its subcontractors or suppliers.
 - c. The costs associated with development and engineering of the products, including, but limited to, tooling, facilitation, foreign exchange, and interest, to the extent such costs are properly allocated under generally accepted accounting principles.
- 14. Force Majeure:** UEC is not responsible for non-performance of these Terms and Conditions and any agreement formed by acceptance of the quotation to the extent that such performance is rendered impossible from any cause beyond UEC's reasonable control and without its fault or negligence, such as strike, fire, flood, pandemic, government action, sovereign conduct, or acts of God, for such period of time as is reasonably necessary after such occurrence to remedy its effects. UEC shall provide written notice to Customer within ten (10) days of becoming aware of any force majeure event. Performance shall be suspended for such period of time as is reasonably necessary after such occurrence to remedy its effects. In the event of any such delay, UEC shall not be liable to the Customer for compensatory, special, or punitive damages; and a revised delivery schedule and any associated cost impact shall be negotiated and incorporated into the Contract.
- 15. Binding Authority:** Modifications regarding cost or price, schedule, or technical requirements for any contract issued to UEC are only binding when approved and issued through UEC's Contracts Department.
- 16. Excess Materials:** Excess materials resulting from Minimum Order Quantity (MOQ) purchases or other activity remain the property of UEC Electronics unless Customer has specifically pre-paid for such excess materials and such retention is specifically identified on the contract.

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- 17. Choice of Law/Venue:** These Terms and Conditions and any agreement formed by acceptance of the quotation shall be governed by the laws of South Carolina without regard to conflict of laws principles. Any legal action arising out of or relating to these Terms and Conditions and any agreement formed by acceptance of the quotation shall be brought exclusively in the state or federal courts located in Charleston County, South Carolina, and the parties consent to the jurisdiction of such courts.