

# UEIS TERMS AND CONDITIONS

## 1. International Pricing Policies

Prices on the UEIS website are listed in US Dollars, FOB Walpole, MA Customers with a billing address outside North America must place orders with their local representative if one exists for their country. These representatives will provide a quote in local currency.

Customers in countries outside North America without a local distributor may place orders directly with UEIS. These orders take the form of a paper/faxed/emailed purchase order or they can be made using our online purchasing system. Such orders will be priced in US Dollars with an additional charge for shipping/handling.

- Quotations are valid for 30 days from date of issue unless otherwise noted.
- Payment: All payments for orders placed directly with UEIS are required in US Dollars.
- Terms: Credit Card (American Express/Visa/MasterCard), C.O.D, prepayment or Net 30 after authorization by UEIS's credit department. All Net 30 invoices are due 30 days from date of invoice. Credit cards may not be used to pay for amounts due on Net 30/terms orders without prior written approval. All overdue invoice amounts will be charged 1.5% interest per month. Orders to be paid by credit card which exceed \$30,000 (thirty thousand dollars) will be assessed a 3% (three percent) processing fee.
- All orders are subject to UEIS's acceptance by return confirmation.
- Limited Warranty: All UEI Cube, RACKtangle and FlatRACK series products, including all part numbers beginning with DNA, DNR, DNF, UEIPAC, UEILogger, UEISIM, or UEIModbus are warranted against defects in material and workmanship for a period of 3 years from the date of purchase. All UEI products designed to plug into PCI, PXI or ISA computer slots including PD2, PDL, and UEI-series products are warranted against defects in material and workmanship for a period of 1 year from date of purchase Any returned products must be authorized by UEIS by requesting an RMA number (Return Material Authorization). Please refer to UEIS's web-site to request an RMA. The standard turnaround time is 10 working days from receipt of goods at UEI. An expedited service is also available for an additional charge. The Customer is responsible for shipping charges to UEIS, and if the product is deemed defective or in warranty, UEIS will pay for return shipment. If this is not the case, the Customer will be charged for the return freight and any additional service charges.

There shall be no warranty or liability for any products or parts which have been subject to misuses, accident, negligence, failure or electrical power or modification by the Customer without United Electronic Industries Services' approval. Final determination of warranty eligibility shall be made by United Electronic Industries Services. If a warranty claim is considered invalid for any reason, the Customer will be charged for services performed and expenses incurred by United Electronic Industries Services in handling and shipping the return item.

UEIS reserves the right to: repair, replace (with an identical or functionally equivalent product) or refund the original purchase price for any item found to be defective and returned under warranty.

As to replacement parts supplied or repairs made during the original warranty period, the warranty period of the replacement or repaired part shall terminate with the termination of the warranty period with respect to the original product or part.

THE FOREGOING WARRANTY CONSTITUTES UNITED ELECTRONIC INDUSTRIES SERVICES' SOLE LIABILITY AND THE CUSTOMER'S SOLE REMEDY WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES AND REMEDIES. EXCEPT AS THUS PROVIDED, UNITED ELECTRONIC INDUSTRIES SERVICES DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND UNDER NO CIRCUMSTANCE, SHALL UEIS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

## 7. Life Support Policy:

UNITED ELECTRONIC INDUSTRIES SERVICES PRODUCTS ARE NOT AUTHORIZED OR INTENDED FOR USE AS CRITICAL COMPONENTS IN LIFE-SUPPORT DEVICES OR SAFETY CRITICAL SYSTEMS WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE LEGAL DEPARTMENT OF UNITED ELECTRONIC INDUSTRIES SERVICES, LLC. As used herein:

- Life-support devices or safety critical systems are devices or systems which, (a) are intended for surgical implant into the body, or (b) support or sustain life, and whose failure to perform, when properly used in accordance with instructions for use provided in the labeling, can reasonably be expected to result in a significant injury to the user, or (c) should the device or system fail to perform, may reasonably be expected to result in a significant hazard to human life, or a significant potential for personal injury.
- A critical component is any component of a life-support device or system whose failure to perform can be reasonably expected to cause the failure of the life-support device or safety critical system, or to affect its safety or effectiveness.
- Safety critical systems include, but are not limited to, any control system or part of a control system, in any aircraft where a failure of the UEIS product can be reasonably expected to reduce the likelihood of safe operation of the aircraft and/or increase the likelihood of death, personal injury or property damage, direct, indirect or consequential.

## 8. Payment terms:

Invoices shall be payable at the time of service net 30 days. Finance charges of an amount equal to the maximum permitted by law will be applied to any outstanding (overdue) balance. A \$50 service charge shall apply for any returned check. If legal action becomes necessary to collect an outstanding balance (including any shipping charges, COD or service charges or other fees), the customer shall be responsible to pay, in addition to the outstanding balance, the costs incurred by United Electronic Industries Services (UEIS) to collect same, including, without limitation, its attorneys' fees, costs and expenses.

## 9. Return for credit policy:

All orders with a total value in excess of \$10,000 (ten thousand US dollars) are non-cancellable once placed and accepted by UEI, and non-returnable once shipped. UEIS may, at its sole discretion, allow an order to be modified or cancelled. UEIS may also, in its sole discretion, allow items to be returned with or without restocking fees. Orders for standard products with a total order value equal to or less than \$10,000 may be cancelled and or amended prior to shipment. Once shipped, orders with a total value equal to or less than \$10,000 may be returned with no restocking fee if returned within 30 days of the invoice date. Orders for non-standard or custom products are non-cancellable, non-returnable regardless of order size.

## 10. Limitation of liability:

UEIS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER CONCERNING ITEMS PURCHASED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE TOTAL VALUE OF ANY LIABILITY OF UEIS IN ANY CAUSE OF ACTION SHALL BE STRICTLY LIMITED TO THE AGGREGATE DOLLAR AMOUNT PAID BY THE CUSTOMER TO UEIS FOR THE PURCHASE UNDER THIS INVOICE. IN NO EVENT SHALL UEIS BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES CONCERNING THE ITEMS PURCHASED.

UEIS ACCEPTS NO RESPONSIBILITY FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE DIRECT, INDIRECT OR CONSEQUENTIAL, RELATED TO THE USE OF ANY UEIS PRODUCT INSTALLED IN ANY AIRCRAFT, LIGHTER OR HEAVIER THAN AIR, POWERED OR UNPOWERED, PILOTED OR NON-PILOTED OR ANY OTHER VEHICLE DESIGNED TO FLY ABOVE EARTH'S SURFACE.

## 11. Jurisdiction, Law:

Any legal action concerning a customer order or item shall be brought in the state courts located in Massachusetts and shall be governed by the laws of that Commonwealth, without regard to its conflicts of law rules.

## 12. Additional Terms and Conditions:

UEIS is a COTS supplier and exempt from DFARS 252.204-7012. Please do not send UEIS DOD Controlled Unclassified Information (CUI).

**No changes to these Terms and Conditions shall be made without the express written consent of United Electronic Industries, Inc.**