



TERMS AND CONDITIONS OF SALE

1. **PRICES**
 - a. All prices are subject to adjustment as a result of specifications, quantities, shipment arrangements or other terms and conditions that are not part of the original price quotation.
 - b. Prices are exclusive of all federal, state, municipal or other government excise, sales, use, occupational or like taxes, tariffs, customs, duties and importing fees. Prices are, from time to time, subject to increase by the amount of any such tax, tariff, duty or fee which Phrontier Technologies pays or is required to pay or collect upon sale or delivery of the products. Any certificate of exemption or similar document or proceeding required to exempt the sale of products from sales or use tax liability shall be obtained by Customer, at Customer's own expense.
2. **PAYMENT TERMS:**

Standard payment terms are cash upon delivery, except where satisfactory account credit is established, in which case terms of payment are net thirty (30) days from the date of invoice. Phrontier Technologies reserves the right at any time to revoke any credit extended to the Customer for any risk deemed good and sufficient by Phrontier Technologies. Phrontier Technologies will issue invoices on delivery of all products; and if partial shipment is authorized and agreed upon, each shipment shall be invoiced and paid when due without regard to other scheduled deliveries. Overdue payments shall be subject to finance charges computed at a periodic rate to the extent permitted by law) of 1.25% per month (15% per year). Amounts owed by the Customer with respect to which there is no dispute shall be paid without set-off for any amounts which the Customer may claim are owed by Phrontier Technologies and regardless of any other controversies which may exist.
3. **DELIVERY**
 - a. All products will be shipped FOB origin or as otherwise designated by Phrontier Technologies or agreed upon between Phrontier Technologies and the Customer.
 - b. Ownership of, and risk of loss or damage with respect to, the products shall pass to Customer upon delivery thereof by Phrontier Technologies to Customer or to a carrier for shipment to Customer, whichever occurs earlier. Customer hereby grants to Phrontier Technologies a security interest in the products as security for the performance by Customer of all its obligations hereunder.
 - c. Phrontier Technologies reserves the right to make shipments when product is available and shall invoice as shipment is made.
 - d. All products will be scheduled for shipment in accordance with Phrontier Technologies' minimum order policy and applicable shipment sequence. Phrontier Technologies will confirm in writing, and amend as appropriate, the shipment schedule. Under no circumstances shall Phrontier Technologies be liable to Customer for any delay either in shipment or in delivery.
4. **SHIPMENT**

Unless specific instructions are provided by the Customer, Phrontier Technologies will select the carrier at its sole discretion and ship the products to the Customer's address indicated on Customer's purchase order.
5. **OFFER AND ACCEPTANCE**

Phrontier Technologies offers to sell and deliver the products and services specified herein in accordance with the terms and conditions hereof. This offer expressly limits acceptance to the terms hereof and any additional or different terms proposed by the Customer are hereby objected to and rejected unless expressly assented to in writing by Phrontier Technologies.
6. **CANCELLATION, RESCHEDULING, RETURNS, AND MODIFICATIONS**

Any request for order cancellation, rescheduling, return or modification must be made in writing and such action must be approved in writing by an authorized agent of Phrontier Technologies at its principal office in California. Phrontier Technologies, at its option, may accept or reject any request by Customer to return product for credit. Customer shall not return any products for any reason without the prior authorization of Phrontier Technologies and issuance of a Return Material Authorization (RMA) number.
7. **WARRANTY**

Phrontier Technologies warrants that each product shall be free of defects in materials and workmanship and conform to specifications set forth in published data sheets for a period of one (1) year from the date of purchase. The date of purchase is the date the product is shipped by Phrontier Technologies. Phrontier Technologies' sole liability and responsibility under this warranty is to repair or replace any product which is returned to it by Customer and which Phrontier Technologies determines does not conform to the warranty. Product returned to Phrontier Technologies for warranty service will be shipped to Phrontier Technologies at Customer's expense and will be returned to Customer freight prepaid by Phrontier Technologies. In no event shall Phrontier Technologies be held responsible under its warranty for any defect, which is caused, by negligence, misuse or mistreatment of a product or for any unit which has been altered or modified in any way. The warranty of replacement products shall terminate with the original warranty of the product.
8. **WARRANTY DISCLAIMER**

Phrontier Technologies' warranty to Customer constitutes the 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 otherwise stated, Phrontier Technologies disclaims all warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose or noninfringement.
9. **INDEMNIFICATION**

Unless otherwise expressly provided in a writing signed by both parties, Phrontier Technologies does not indemnify, nor does it hold Customer harmless, against any liabilities, losses, damages or expenses, including attorney's fees, relating to any claims whatsoever, including but not limited to, claims for personal injuries, death or property damage related to the products sold hereunder.
10. **ASSIGNMENT**

This Contract is not assignable by Customer and any attempt to assign any rights, duties or obligations arising hereunder shall be void, null and invalid.
11. **FORCE MAJEURE**

Phrontier Technologies shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay when such delay is caused by reasons or events beyond the control of Phrontier Technologies, including, but not limited to, acts of nature, unavailability of supplies or sources of energy, riots, wars, fires, strikes, labor difficulties, delays in transportation, delays in delivery or defaults by Phrontier Technologies' vendors, or acts or omissions of the Customer. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and the Customer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for a period in excess of ninety (90) days, Phrontier Technologies or the Customer shall have the right by written notice to the other to cancel the order for the products subject to the delayed delivery without further liability of any kind.
12. **GOVERNMENT CONTRACTS**

If Customer's order is placed for a contract with the United States Government, Phrontier Technologies agrees to comply with such contract provisions and regulations with which it must comply pursuant to law and of which the Customer has given notice to Phrontier Technologies at time of placing order. In no event will the US Government Cost Accounting Standards apply. All rights in technical data and software owned or licensed by Phrontier Technologies are hereby reserved and deemed restricted or limited. No provision of Customer's contract with the government will be binding on Phrontier Technologies except as expressly set forth in the paragraph.
13. **LIMITATIONS OF LIABILITY**

In no event shall Phrontier Technologies be liable for special, incidental or consequential damages due to any cause whatsoever. No suit or action shall be brought against Phrontier Technologies more than twelve (12) months after the related cause of action has accrued. In no event shall the accrued total liability of Phrontier Technologies from any lawsuit, claim, or warranty exceed the aggregate sum paid to Phrontier Technologies by Customer under the order that gives rise to such lawsuit, claim, or warranty.
14. **GOVERNING LAW**

This Contract is made in, governed by and shall be construed in accordance with the laws of the State of California without resort to the States' conflict of laws statutes. If the products purchased hereunder are purchased by a Customer residing in a country other than the United States, the parties then agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from this Contract.
15. **DOMESTIC SALES AND EXPORT**

Customer certifies that the products purchased hereunder are for use in the United States, and that it will not export or re-export the products unless a) it has obtained approval in writing from Phrontier Technologies and b) it complies fully with all laws and regulations of the United States relating to such export or re-export, including but not limited to applicable U.S. Export Administration rules and regulations.
16. **ENTIRE AGREEMENT AND AMENDMENTS**

The terms and conditions herein, constitute the entire Contract between the parties and supersede all previous communications, whether oral or written. Any change to this Contract may be made only upon mutual agreement of the parties in writing.
17. **USE IN LIFE SUPPORT APPLICATIONS**

Products of Phrontier Technologies are not designed to be used in life support and/or safety equipment and/or system where malfunction of the product may reasonably be expected to result in personal injury or death. Customer uses or sells our products for use in life support and safety applications at Customer's own risk and agrees to defend, indemnify and hold harmless Phrontier Technologies from any and all damages, claims, suits or expense resulting from such uses.