

GENERAL. All sales of products described on the Sales Order confirmation hereof are subject to the following terms and conditions. Any revisions are subject to All Sensors written approval. Under no circumstances will All Sensors be liable for incidental or consequential damages of any kind or nature, including lost profits or lost opportunities. Liability of All Sensors for products described on the Sales Order confirmation will be limited to credit or replacement, at the sole discretion of All Sensors.

ACCEPTANCE. Receipt of sales order confirmation, express or implied, shall constitute acceptance of the terms and conditions and no changes shall be binding unless written and signed by All Sensors Corporation.

DELIVERY. The projected ship date is All Sensors Corporation's reasonable estimate based on current production schedule and is not a guaranteed ship date. All Sensors Corporation shall not be held liable for any loss, consequential or otherwise, arising from any delay or late delivery.

SHIPPING TERMS AND TITLE OF GOODS. All goods shall be shipped F.O.B shipping point, All Sensors Corporation Morgan Hill, California USA. Title of goods passes to Buyer at the time of the shipment and Buyer assumes all risks of loss or damages. Buyer is responsible for all costs and expenses relating to shipment including insurance, duties, taxes, etc. If Buyer does not specify a preferred or approved method of shipment, All Sensors Corporation shall exercise sole discretion in selecting a method of shipment.

TAXES. Any product sold to a location in California is subject to sales tax unless a valid resale certificate or an exemption certificate is provided. Applicable local taxes will be billed as a separate item on the invoice.

TERMS OF PAYMENT. All accounts are COD, credit card payment, or cash in advance until a credit application has been completed, reviewed, and approved. Any invoice not paid in full within terms will be subject to a charge equal to 1.5% per month on all past due amounts commencing the day after the due date. If an action is instituted for collection of invoice(s), the Buyer agrees to pay recovery costs and attorneys' fees incurred by the Seller.

WARRANTY. Seller warrants that the products shipped shall conform to manufacturer's specification for a period of one year from the date of shipment. Warranty does not apply to any products which have been subject to misuse or modification. Application suggestions and recommendation by All Sensors do not warrant compatibility. Buyer is solely responsible for the selection and use of the products.

RETURNED GOODS. All materials claimed to be defective shall be held subject to inspection and evaluation through our RMA (returned materials authorization) procedure. Buyer must fill out an RMA request form available from the Seller. No returns for credit will be allowed without Seller's prior permission. Credit or replacement shall be determined by All Sensors Corporation in its sole discretion. Return shipping costs are the responsibility of the Buyer.

ERRORS. Seller reserves the right to correct clerical errors or omissions.

EXPORT CONTROL. Receiving the parts serves as an agreement that the receiving party is legally responsible for using or distributing the parts in compliance with Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

CANCELLATION. Accepted purchase orders, written or verbal, are not cancellable without Seller's prior written permission. Consideration of order cancellation will require the Buyer's agreement to accept finish goods and WIP towards the completion of such order. Any order cancellation request may be subject to restocking charges.

CUSTOM PRODUCTS. All orders for non-standard and/or custom products will not be considered for cancellation or return. These are customer specific and non-cancellable/non-returnable orders.

GOVERNING LAW. California Law will apply to all disputes or claims arising under orders or sales of product by All Sensors.