



## TERMS AND CONDITIONS OF SALE

**These Terms and Conditions apply to the sale of those goods (the "Goods") listed on the attached Chassis Plans Quote or Invoice, as applicable issued to the purchaser named thereon (the "Purchaser").**

**PRICES:** All prices quoted include cash discount and are exclusive of taxes and freight charges. Purchaser shall furnish to Chassis Plans an appropriate Tax-Exemption certificate, if applicable.

**TERMS OF PAYMENT:** All Goods are payable COD immediately upon receipt, unless otherwise arranged. Finance charges of 1.5% per month (not to exceed maximum allowed by law) shall be applied on balances over 15 days past due and then monthly thereafter. Handling charges will be assessed for returned checks. In the event of Purchaser's default on payment for all or any part of the Goods, Purchaser shall be responsible for all reasonable costs and expenses incurred by Chassis Plans in collection of any sums owed by Purchaser. Such reasonable costs and expenses of Chassis Plans shall include, but are not be limited to, reasonable attorney's fees, plus any other costs of such action. Chassis Plans shall not be obligated to make any further deliveries to Purchaser until all delinquent payments have been brought up to date.

**DELIVERY:** Shipment of all products shall be FOB Chassis Plans or such other shipment location as designated by Chassis Plans. In the event of carrier's damage, loss, or misdelivery of the Goods, it shall be the responsibility of the Purchaser to deal with the carrier. In the absence of specific shipping instructions, Chassis Plans will select the method and carrier it deems best. Delivery schedules are approximate only. Chassis Plans will make every reasonable effort to deliver on time; however, Chassis Plans shall not be liable for late or lost shipments.

**TITLE:** Title and risk of loss or damage to the Goods shall pass to Purchaser upon delivery to carrier or Purchaser or Purchaser's Agent at FOB point. The above notwithstanding, Purchaser agrees that Chassis Plans shall retain a purchase money security interest in all products sold by Chassis Plans to Purchaser, and to all products now or hereafter acquired by Purchaser ("the collateral") and to any proceeds from the disposition of said products until the purchase price and other charges due Chassis Plans have been paid in full. Upon any default by Purchaser hereunder, Chassis Plans shall have all rights and remedies of a secured party under the Uniform Commercial Code, which rights shall be cumulative.

**PURCHASE ORDERS/CREDIT CARDS:** Chassis Plans will acknowledge the receipt of an order in writing if the request is included in the Purchase Order at the time the order was placed. Prices quoted are applicable only to those quantities shown. Orders for other than quoted quantities "or conditions of purchase" may be subject to price changes and should be confirmed with Chassis Plans prior to placing an order. Quotes are valid for 30 days. Orders shall be deemed accepted by Chassis Plans when credit card billing information is provided by Purchaser.

**CHANGES AND CANCELLATIONS:** Orders accepted by Chassis Plans are not subject to change or cancellation by Purchaser except with Chassis Plans' written consent. Any change or cancellation may be subject to payment of an appropriate charge to cover the cost or loss incurred by Chassis Plans which, unless otherwise agreed to in writing, shall be not less than (15%) of the price of the goods subject to change and not less than 50% of the price of the goods subject to cancellation.

**ACCEPTANCE OF GOODS/RETURNS:** Any Goods not rejected by Purchaser for failure to conform to the applicable invoice, within 30 days of shipment, shall be deemed accepted by Purchaser. Returns for refund must be made within 30 days of shipment. In order to return an item based on rejection or breach of warranty, Purchaser must first provide to Chassis Plans for its approval: 1) Chassis Plans' invoice number and date, 2) Product model and serial number, and 3) a detailed description of the basis for such rejection or warranty breach. Any Goods returned to Chassis Plans must be complete and in original condition (including all original documentation, manuals, parts, diskettes, packaging, cables, etc.) and Purchaser shall bear all costs of shipment.

**LIMITED WARRANTY:** Chassis Plans warrants with respect to the Goods that any chassis or integrated system will be substantially free from defects in material and workmanship for FIVE years from the Chassis Plans invoice date and that any LCD's and accessories will be substantially free from defects in materials and workmanship for THREE year from the Chassis Plans invoice date. All items not manufactured by Chassis Plans are subject to the original manufacturer warranty or 1 year, whichever is greater, unless expressly stated in writing by Chassis Plans. New system warranties do not cover any software. Opened or installed software is not returnable. This limited warranty is extended only to Purchasers who purchase new products from Chassis Plans. **Purchaser acknowledges and agrees that Chassis Plans exclusive liability and Purchaser's exclusive remedy for any breach of warranty shall be, at Chassis Plans' sole option, to repair or replace the product.** This warranty does not cover damage to any component caused by power surge or power spike due to improperly connected equipment, or Purchaser's misuse of software. If a component fails during the warranty period and the component is no longer available from Chassis Plans, a substitute component of substantially similar functionality and performance will be provided. Purchaser also has the option to upgrade and pay the cost difference between the failed component and the upgraded component. This limited warranty does not apply if: (a) the Goods are damaged by accident, improper installation, misuse, lightning, fire, water, electrical surges or other acts of nature, (b) the Goods are altered or repaired by anyone other than Chassis Plans authorized warranty stations, or (c) the serial number is removed or tampered with. This warranty does not cover broken or marred cabinets, cases or covers. Chassis Plans makes no warranty other than the one set forth herein. Acceptance of this product constitutes acceptance of the stated warranty policy terms and conditions.

**REPAIR SERVICES:** All repair services for Goods under warranty will be performed in Chassis Plans' office. It is the Purchaser's sole responsibility to return the serviceable item to Chassis Plans' office, at Purchaser's expense. Chassis Plans will return the repaired goods at Chassis Plans expense with the exception of shipments outside the United States and Canada. In the event the customer is shipping outside the United States or Canada, the customer is responsible for the cost to ship to a US port of entry. Chassis Plans will assume the cost of the return to a customer designated shipper within the United States.



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**DISCLAIMER OF WARRANTY.** THE WARRANTIES SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT ARE MADE BY CHASSIS PLANS IN CONNECTION WITH THE GOODS OR OTHERWISE UNDER THIS AGREEMENT, AND CHASSIS PLANS SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALL STATUTORY OR OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY OR ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL CHASSIS PLANS BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATORY PROFIT, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR CONNECTED WITH THE SALE, USE OR OPERATION OF GOODS SOLD (WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON WARRANTY), EVEN IF CHASSIS PLANS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CHASSIS PLANS' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY PURCHASER FOR THE GOODS GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**INDEMNITY:** Purchaser agrees to defend, indemnify and hold Chassis Plans and its officers, directors and employees harmless from and against any and all claims, losses, damages, expenses or liabilities (including reasonable attorneys' fees and costs) that may result from or arise out of Purchaser's use, sale or other distribution of the Goods (including but not limited to as a result of any specifications provided by Customer to Chassis Plans), except to the extent such damages are a direct result of a breach by Chassis Plans of its warranties set forth above.

**CUSTOMER SUPPLIED COMPONENTS:** Should Purchaser provide to Chassis Plans any Purchaser components for incorporation into or as references for the Goods, Chassis Plans agrees that it shall use the same level of care in protecting such components in its possession as Chassis Plans uses with its own components, but in no event shall Chassis Plans be liable to Purchaser for any damage or theft to such components (whether due to fire, accidental breakage, or any other causes), unless such damage or loss is intentionally caused by Chassis Plans.

**EXPORT CONTROL AND GOVERNMENT APPROVALS:** The Customer acknowledges and agrees with Chassis Plans that the Customer will not import, export, reexport, divert, transfer, or disclose, directly or indirectly, Chassis Plans Products or Technical Data without complying strictly with the export control laws and all legal requirements in the relevant jurisdictions, including, without limitation, obtaining the prior approval of the U.S. Department of Commerce or the U.S. Department of State, as applicable. The Customer further acknowledges and agrees that this includes ensuring that the ultimate end user or any other supplier or subcontractor is not listed in any of the U.S. Government's restricted party lists or that the end use of the Chassis Plans Product or Technical Data is not used in the proliferation of weapons of mass destruction, nuclear applications, missile technology, chemical and biological weapons. The Customer further acknowledges and agrees to indemnify Chassis Plans against, and hold it harmless from, any cost, loss, damage, or liability (including reasonable attorney's fees) arising from or related to the failure of the Customer to comply with its obligations with these terms.

**FORCE MAJEURE:** If the performance of this Agreement or any obligation hereunder (other than the payment of money) is prevented, restricted or interfered with by any act of God, strike or other labor dispute, riot, act of war, governmental regulation imposed after the fact, communication line failure, power failure, supplier delay or failure, fire, or other disaster or action outside of the party's control, the party so affected will be excused from such performance to the extent of such prevention, restriction or interference.

**CHOICE OF LAW AND JURISDICTION.** These Terms and Conditions shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California, without regard to its choice of law or conflict of law provisions. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of (i) the Superior Court of the State of California located in San Diego, and (ii) the United States District Court located in San Diego, California, for the purposes of any suit, action or other proceeding arising out of any transaction contemplated hereby. The United Nations Convention on the International Sale of Goods shall not apply to the sale of these Goods.

**GENERAL:** These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by Chassis Plans to Purchaser and supersedes all prior offers, negotiations, understanding and agreements. Unless Purchaser and Chassis Plans have executed a master contract which specifically supersedes and replaces the terms and conditions herein, **Chassis Plans specifically rejects any other different or additional terms and conditions of sale, whether on Purchaser's purchase order or on any other documents referencing the Goods, unless Chassis Plans has agreed to such different or additional terms in a writing signed by an executive of Chassis Plans.**