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REV G

Date: 5-2-22

REV F

Date: 4-19-18

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Date: 2-25-11

Rev: C

Date: 2-10-2004

Rev: B

Date: 10-12-2000

Rev: A

Date: 7-1-1992

Rev: 00

Terms & Conditions

THE SALE OF PRODUCTS AND SERVICES ("PRODUCTS") BY XFMRs ELECTRONICS, INC. ("XFMRs"), ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT") REGARDLESS OF OTHER OR ADDITIONAL TERMS OR CONDITIONS THAT CONFLICT OR CONTRADICT THIS AGREEMENT IN ANY PURCHASE ORDER, DOCUMENT, OR OTHER COMMUNICATION ("ORDER"). PREPRINTED TERMS AND CONDITIONS ON ANY CUSTOMER ("CUSTOMER") DOCUMENT (FOR EXAMPLE: PURCHASE ORDERS OR CONFIRMATIONS.) AND/OR XFMRs'S FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS WILL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT.

1. ORDERS. All Orders are subject to acceptance by XFMRs. XFMRs reserves the right to allocate the sale of Products among its customers. All orders are considered non-cancelable and non-returnable ("NCNR") unless agreed to in writing by XFMRs. The Customer may not cancel or reschedule orders for any Products without XFMRs consent, which consent shall not be unreasonably withheld. However, once orders are shipped, no cancellation shall be permitted.
2. RESCHEDULE POLICY. Any delivery due within 90 days, no push out allowed. Pull ins are sellers best effort. Any delivery outside of 90 days, may be pushed out a maximum of 90 days from original due date. One (1) push out allowed per order. Pull in outside of 90 days is sellers best effort.
3. PRICES. XFMRs quoted prices apply for 30 days or as otherwise stated in its quote. Notwithstanding this period, XFMRs may increase prices if XFMRs costs increase or due to other circumstances beyond XFMRs reasonable control. XFMRs shall give notice to customer prior to shipment, giving Customer the opportunity to cancel the order, which cancellation shall be made in writing within 24 hours of such notice. Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Customer is responsible for any additional fees and taxes.
4. TERMS OF PAYMENT. Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date, unless other terms of payment are in writing from XFMRs. On any past due invoice, XFMRs interest shall accrue from the payment due date to the date of payment at 1% per month (12% annually), plus reasonable attorney fees and collection costs. XFMRs may change the terms of Customer's credit at any time and XFMRs shall provide at least 10 days' notice of any such change. XFMRs may apply payments to any of Customer's accounts and may apply said payments to the oldest outstanding invoice, plus interest charges, if any.
5. DELIVERY AND TITLE. Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. XFMRs delivery dates are estimates only and XFMRs is not liable for delays in delivery. XFMRs reserves the right to make partial shipments and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

6. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS. Customer must notify XFMRS in writing of any damage, shortage, or other discrepancy to Products within 5 days after delivery. After this period of time, Customer is deemed to have accepted the Products and may not revoke acceptance. Customer cannot return Products without a return material authorization ("RMA") number. "RMA" Requests will only be reviewed if the request is made within 30 days of delivery and acceptance of product. Returned Products must be in original manufacturer's shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA and pay any restocking charges. At XFMRS's discretion, XFMRS will return all Products not eligible for return to Customer freight collect or hold Product for Customer's account at Customer's expense.

7. XFMRS LIMITED WARRANTY. If Products do not meet manufacturer's specifications or if value-added work by XFMRS does not meet Customer's specifications, XFMRS has the option to (1) repair the Products, (2) replace the Products at no cost to Customer; or (3) refund Customer's purchase price. Customer must return the alleged non-conforming Products to XFMRS, along with acceptable proof of purchase, within 30 days from date of delivery, freight charges prepaid.

8. LIMITATION OF LIABILITY. XFMRS IS NOT LIABLE FOR AND CUSTOMER IS NOT ENTITLED TO ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; FOR EXAMPLE, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, REWORK, MANUFACTURING EXPENSE, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS. CUSTOMER'S RECOVERY FROM XFMRS FOR ANY DIRECT DAMAGES WILL NOT EXCEED THE PRICE OF THE PRODUCT AT ISSUE. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD XFMRS HARMLESS FROM ANY CLAIMS BASED ON; (i) XFMRS COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (ii) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN XFMRS, OR (iii) USE IN COMBINATION WITH OTHER PRODUCTS.

9. FORCES BEYOND XFMRS CONTROL. XFMRS is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, (for example: acts of God, acts or omissions of the Customer, man-made or natural disasters, epidemic or medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources).

10. USE OF PRODUCTS. Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such use or sale is at Customer's sole risk. Customer will indemnify, defend and hold XFMRS and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.

11. EXPORT/IMPORT. Certain Products sold by XFMRS and other related technology and documentation are subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries. Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. Customer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

12. PRODUCT INFORMATION. Product information, including information related to a Product's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by XFMRS from its factory, raw material suppliers, and/or other sources. XFMRS recommends customers to validate any Product Information before using or acting on such information. All Product information is subject to change without notice. XFMRS is not responsible for typographical or other errors or omissions in Product information.

13. GENERAL.

a. The laws of the State of Indiana will exclusively govern any dispute between XFMRS and Customer without reference to Indiana's conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply. Venue shall be in Morgan County, Indiana.

b. Customer may not assign this Agreement without the prior written consent of XFMRS. XFMRS or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.

c. This Agreement can only be modified in writing signed by authorized representatives of both XFMRS and Customer.

d. XFMRS and Customer are independent contractors and agree that this Agreement does not establish a joint venture or partnership.

e. Statements or advice (technical or otherwise) if given without charge, are an accommodation to Customer and XFMRS has no responsibility or liability for the content or use of such statements or advice.

f. XFMRS failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.

g. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.

h. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.

i. Customer and XFMRS will comply with applicable laws and regulations.