

Micro Lambda LLC.

9 Trenton Lakewood Road

Clarksburg NJ 08510

609-259-0400

Standard Terms and Conditions Distribution Sale

1. **Acceptance of orders:** All orders are subject to acceptance in writing by a duly authorized agent of Micro Lambda LLC. Orders may not be cancelled or rescheduled without Micro Lambda LLC written consent. Purchase orders must include manufacturer part number, quantity, unit cost, total order value, shipping information, buyer contact information.
2. **Prices:** Orders are billed at the prices confirmed on Micro Lambda sales order confirmation provided (emailed) with every order entry. Micro Lambda quotations are valid for 30 days after which time they will expire and items will need to be quoted.
3. **Terms of payment:** Payment may be made by check, cash in advance, credit card, wire transfer. Were Micro Lambda has extended credit to buyer the terms shall be as confirmed on the purchase order. In the event of default by buyer, seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court fees and collections costs.
4. **Taxes:** All prices are quoted are exclusive of taxes. Buyer agrees to indemnify and hold seller harmless of any liability for tax in connection with the sale.
5. **Delivery:** Arrangements for the cost of shipping will be made and documented on purchase order and confirming sales order at the time of order entry. Micro Lambda will use customers provided carrier account as well as prepay and add. Delivery dates are estimated and Micro Lambda is not liable for delays in delivery due to causes beyond reasonable control.
6. **Limited Warranty:** Micro Lambda LLC agrees to transfer to customer whatever transferable warranties that we receive from the manufacturer. No warranty will apply if the component has been subject to static discharge, neglect, misuse, or modification.
7. **Returns/Discrepancies:** Micro Lambda must be notified within 15 days of receipt of material of any discrepancies. An RMA number must be provided before any material is to be returned to Micro Lambda with a full report detailing the reason for return. Micro Lambda does not accept material back unless there is a quality issue in which we will return the material to the factory for repair or replacement. Due to counterfeit control issues we are not allowed to take the material back into our inventory.
8. **Counterfeit prevention:** Unless arrangements have been made between Micro Lambda and the customer to purchase from another source, Micro Lambda will purchase authentic product from only the original component manufacturer, or manufacturer approved franchised /authorized distributor. We retain copies of the manufacturer's certificate of compliance and can be provided with the material when requested on the purchase order.
9. **Force Majeure:** Micro Lambda will not be liable for delays in delivery or failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of god, acts of omissions of other parties, acts or omissions of civil or military authority. Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. In the event of a force majeure situation, Micro Lambda's time for performance will be extended for a period of time equal to

the time lost as a consequence of the force majeure condition without subject Micro Lambda to any liability or penalty.

10. **Export Control:** Micro Lambda is committed to compliance with all U.S. Export Regulations and laws. Buyer understands that orders are subject to the export control regulations of the United States Government. Micro Lambda will not transfer any export-controlled products to a non “U.S Person” without the proper authority of the United States Government, and the buyers written approval. Customer agrees to comply with all such laws, regulations and orders. Customer further acknowledges that it shall not directly or indirectly export any products to any country to which such export or transmission is restricted or prohibited. Buyer certifies that it will be the recipient of the components delivered by Micro Lambda.
11. **Country of origin:** Micro Lambda maintains country of origin on all components in inventory. This information is based on manufacturer provided documentation. Micro Lambda will provide this information on customer packing slip/order when requested on the purchase order.