

Electronic Direct Sales Terms and Conditions

These “Terms and Conditions” govern the sale by Electronic Direct, Inc. and its divisions, subsidiaries and affiliates (collectively, “Seller”), as well as Seller’s third-party vendors and/or service providers, with respect to any goods and/or services provided to the applicable purchaser (“Buyer”).

1. Unless otherwise limited in the document of acceptance of a specific purchase order, it is hereby certified that all goods shipped per a Buyer’s Purchase Order are new, genuine and conform to the manufacturer’s specifications. The product has been inspected according to the Quality System Requirements of ISO9001.
2. Buyer shall be solely responsible for designating and identifying on its Purchase Order, by way of compliant part number, date code, or other such markings, those Goods that are to comply with the European Union’s Directive 2002/95/EC, Restriction on Use of Hazardous Substances (“RoHS”) or other environmental law and regulation. Seller will supply the exact part ordered without any inquiry whether that part does or does not so comply.
3. The terms and conditions of sale herein apply to all orders accepted by Electronic Direct Inc. (“Seller”) and shall be applicable to all Goods and Services delivered to Buyer pursuant hereto or pursuant to any other agreement which incorporates these terms and conditions. Buyer acknowledges and agrees that any terms and conditions set forth on any purchase order or other document submitted by Buyer which are different than or conflict with the terms and conditions herein are hereby rejected by Seller and are superseded by the terms and conditions herein which shall govern in all respects. Acceptance by Buyer of the Goods and Services shall be deemed conclusive acceptance of the terms and conditions herein. All orders must be approved and accepted by Seller at Seller’s place of business. Once accepted by Seller, the Buyer’s order may not be cancelled or re-scheduled.
4. Price quotations, unless otherwise stated, shall automatically expire five (5) calendar days from the date issued and may be canceled or amended within that period upon notice to Buyer. Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation, shipping, freight and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added taxes, and similar taxes.
5. Delivery will be deemed complete and risk of loss or damage to any product will pass to Buyer upon delivery to the carrier. Seller hereby retains a security interest in all Goods delivered hereunder, together with the proceeds from the sale or other disposition thereof, until Buyer

has made payment in full for such Goods and related charges. Buyer shall, upon request of Seller, execute all documents and financing statements necessary to perfect such security interest.

6. Buyer acknowledges that delivery dates provided by Seller are estimates only and Seller shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of Seller nor shall the carrier be deemed an agent of Seller. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting Seller to any liability or penalty. Unless expressly requested by Buyer and subject to additional handling charges, the delivery/carrier and delivery route will be at Seller's sole determination.
7. Seller shall not be liable for delays in delivery or for 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 or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. Seller may, at its option, cancel, condition or limit any order or remaining part thereof, without liability by giving notice to Buyer.
8. If, in the judgment of Seller, the financial condition of Buyer at any time does not justify continuance of shipment, Seller may require full or partial payment in advance. In the event of bankruptcy, insolvency, or receivership of Buyer, or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and Buyer shall pay reasonable cancellation charges. Each shipment shall be considered a separate and independent transaction and payment shall be made according to the designated terms upon submission of invoice.
9. All payments hereunder shall be made in United States Dollars or a mutually agreed upon currency. F.O.B. and shipping point may vary and can be provided in the original quotation.
10. Seller reserves the right to establish and/or change credit and payment terms extended to Buyer when, in Seller's sole opinion, Buyer's financial condition or previous payment record warrants that action. Further, on delinquent accounts, Seller shall not be obligated to continue performance under any agreement with Buyer. An interest charge of 1.5% per month (annual rate of 18%) shall apply to all amounts past due.
11. It is the responsibility of Buyer, or carrier acting as Buyer's agent, to obtain all necessary export and import licenses.
12. Claims against Seller for shortages must be made within five (5) days after arrival of shipment.
13. Buyer shall inspect all Goods promptly upon receipt thereof and may reject any Goods that are damaged, defective, or fail in any material way to meet manufacturer's specifications. To reject

any Goods, buyer must notify Seller in writing of its rejection within five (5) days for damaged goods and thirty (30) days for undamaged Goods that fail to meet manufacturer's specifications following Buyer's receipt of the Goods and request a Return Material Authorization ('RMA') number. Unless Buyer notifies Seller in writing of Buyer's rejection and the reason therefore, the Goods shall be conclusively presumed to be accepted. Within ten (10) days after receipt of the written RMA number, Buyer shall return to Seller the rejected Goods, freight prepaid, with the RMA number displayed on the outside of the carton. Seller reserves the right to refuse to accept any rejected Goods where the RMA number is not so displayed.

14. If the Goods furnished by Seller fail to conform to this agreement, including Seller's warranty that the Goods furnished meet manufacturer's specifications, Seller's sole and exclusive liability shall be, at Seller's option, to replace such Goods, refund the purchase price, or credit Buyer's account, provided that a) Seller is notified in writing within the time period set out above, with a detailed explanation of any alleged deficiencies, b) such Goods are returned to Seller's facility, and c) Seller's examination of such Goods shall disclose to Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, damage in transit, mishandling, improper installation, repair or improper testing.
15. THE WARRANTIES AND REMEDIES HEREIN AS TO THE GOODS SOLD ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. Buyer acknowledges that Seller is acting solely as a third party distributor of the Goods purchased by Buyer and that the licensor or the manufacturer of the Goods shall be solely responsible to Buyer and third parties for all liability, claims, damages, obligations and costs and expenses related to the Goods distributed by Seller. Buyer agrees to look solely to the manufacturer for compliance with the manufacturer's warranty. In no event shall Seller be liable for incidental, consequential, general, exemplary or special damages whether based on contract, representation, warranty or tort, arising out of or related to purchase, installation, use or performance of the Goods. Buyer shall indemnify, defend and hold Seller and its suppliers harmless from any claims brought by any individual or entity regarding products or services supplied by Seller.
16. These terms and conditions shall be governed by and construed under the laws of the Province of Quebec excluding its conflict of laws provisions. The federal and provincial courts within Quebec shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach. No modification or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. The prevailing party in any legal action or arbitration brought to enforce this Agreement or any of its terms and conditions shall be entitled to reasonable attorney's fees and court costs, fees and expenses.