

TERMS & CONDITIONS

TERMS AND CONDITIONS OF SALES

QUOTATION

The prices and terms of this quotation are not subject to modification or change unless approved in writing by INTA. INTA acknowledges Buyer's order on the express condition that goods will be sold only on the terms stated herein or in any INTA quotation previously issued in connection with this order. Such terms will control, if in conflict with terms of Buyer's purchase order. All orders and contracts are subject to acceptance by INTA. Quotation errors are subject to correction by INTA.

NON-RECURRING ENGINEERING CHARGE (NREC)

Tools, fixtures, gages and their engineering and design are considered an integral part of Sellers' manufacturing process. NREC's convey to Buyer the use of tools and other engineering data, but does not convey title, or right or possession. The above items will be maintained by INTA. However, INTA shall not be obligated to retain them beyond three years after their last use.

CUSTOMER SUPPLIED MATERIAL

When a quotation specifies "customer supplied material", ample allowance must be made for reasonable scrap and material must be of suitable quality to facilitate efficient production. INTA is not responsible for loss or damage to any materials supplied to INTA by Buyer, whether such loss or damage occurs in or outside the course of normal manufacturing processes. An MSDS of the material is subject to review before accepting an order.

CLEANING/PACKAGING/LABELING

All products will be cleaned and packaged according to INTA standards. Special cleaning, packaging and labeling is available at Buyer's request and will be subject to additional charges.

SHIPMENTS

Delivery terms are FOB shipping point. In all cases, risk, loss, or damage to goods in transit shall fall to the Buyer, who shall file any resulting claims with the carrier.

PAYMENT

Payment terms are 30 days with approved credit, unless noted otherwise. Late payments of 60 days past the invoice date will be subject to a 1_% per month charge, which will be added to past due accounts, unless other arrangements are made. All orders are subject to management approval of and periodic review of credit and payment terms, which may be modified by INTA on reasonable notice for good cause.

POSTPONEMENTS

In the event the entire quantity is not released by Buyer for shipment within twelve months of the date of the order, or as jointly agreed to, the entire order is subject to shipment.

CANCELLATION

Orders may be cancelled, in writing, only with the consent of INTA. A Cancellation fee may be charged for all costs incurred, including tooling, engineering, materials and manufacturing. Buyer shall also pay INTA reasonable costs of processing the termination, such as settlement expense and attorney's fees, if applicable. Order cancellations or returns for INTA standard products are subject to a 25% restocking fee.

INTA Technologies

WARRANTY

INTA warrants its products to conform to the specifications described in its quotation or its literature, whichever is applicable. INTA makes no other warranties, express or implied, and hereby specifically negates any implied warranty of merchantability or fitness for a particular purpose.

CLAIMS

Unless otherwise specified, parts are inspected to a 2.0 Acceptable Quality Level (AQL). Claims for defective parts must be made within 30 days from delivery to Buyer. Goods may not be returned to INTA without first obtaining a Return Material Authorization (RMA) number. Returns from Buyers which are not accompanied by an RMA number shall be rejected by INTA and the freight charge for said return shall be at Buyer's sole risk and expense. Where it is agreed that parts are defective, INTA's liability will be limited to the replacement, repair or crediting of the Buyer's account.

RESPONSIBILITY

INTA shall not be liable for damages or delays in performance caused in part by third party strikes, accidents, freight embargoes, fire, floods, inability to obtain special materials, conditions arising from government orders or regulations, war, national emergency, acts of God, and any other cause beyond INTA's reasonable control.

PATENTS

Buyer assumes liability for and indemnifies INTA against any cost, liability damage, or expense relating to patent or copyright infringement when parts are made to Buyer's specifications.

TAXES

INTA's prices do not include sales, use, excise or similar taxes. Thus, in addition to the price specified herein, any present or future tax applicable to the products sold hereunder, shall be applied to the price and paid by the Buyer.

APPLICABLE LAW

This order shall be governed by, subject to and construed according to the laws of the State of California. A state or federal court located within California will have sole jurisdiction over any litigation concerning this order.