

WT Terms & Conditions of Sale

TERMS & CONDITIONS OF SALE

1. General Conditions

- (a) No understanding, promise, or representation, and no waiver, alteration, or modification of any of the provisions stated herein shall be binding upon the Seller unless accepted in writing by Seller.
- (b) All orders are subject to credit approval and final acceptance by Seller.
- (c) ANY OTHER TERMS OR CONDITIONS IMPOSED BY THE BUYER WILL NOT BE BINDING ON THE SELLER UNLESS EXPRESSLY AGREED TO IN WRITING.

2. Delivery

Unless otherwise specifically provided, delivery of the equipment shall be made F.O.B. shipping point, at which time the title and risk of loss shall pass to the Buyer. Seller shall not be liable for delays in delivery or performance, or failure to manufacture due to causes beyond its reasonable control.

3. Packing, Marking, and Shipping

- (a) Goods shall be packed, marked, and shipped using good commercial practices for protection and shipping. Every effort will be made to accommodate Buyer's prescribed shipping requirements.
- (b) Shipping costs will be borne by the Buyer and will be added as a line item to the invoice unless the Buyer's instructions call for freight collect shipment and include an account number for billing purposes.

4. Substitutions

Minor performance variations, as mutually agreed by the Buyer and Seller, will not be deemed to constitute failures to comply with specification requirements or constitute defects in materials or workmanship. Seller reserves the right to discontinue manufacture of goods and change specifications without prior notice, provided the performance of goods manufactured by Seller are neither adversely affected nor reduced below any contract specifications. Seller also reserves the right to make product improvements without any obligation or responsibility to incorporate such changes in goods previously manufactured or delivered.

5. Pricing

- (a) Seller reserves the right to revise and announce new prices for the goods covered in quotations. Seller will honor the old prices if an order is received prior to revision of those prices, or prior to the expiration of a valid quotation outstanding at the time of the price change. Subsequent orders for the same goods are subject to the revised or newly-announced prices. Unit prices are applicable only to the specified quantity and are subject to revision if the quantity is changed.

(b) Prices exclude direct charges for special tooling, special testing, or screening. Tooling and special testing/screening procedures will be separately defined, priced, and listed.

6. Taxes

Unless otherwise stated, quoted prices do not include sales, use, excise, or similar taxes. Nor do they include import or export fees. Such taxes and fees will be borne by the Buyer.

7. Payment Terms

(a) Upon approval of WT Seller's credit, terms of payment are Net 30 days after date of invoice, unless otherwise specified on the invoice. Accounts with invoices past due 45 days will be placed on credit hold and future shipments will be held until account is paid current.

(b) Seller reserves the right to modify credit terms, to require COD payment, and to require payment in advance.

(c) Goods held for the Buyer beyond a reasonable period shall be at the risk of the Buyer.

8. Warranty

(a) Seller warrants to the Buyer, that all Seller goods when sold are free from defects in materials and workmanship under normal indicated use.

The following Warranty applies:

*The period of 4 years for ASL, and ASG products below ¼ watt of power.

*The period of 3 years for any ASG and ASP products up to 1 watt of output power.

*The product warranty will be less than 3 years for Standard ASP products that are above 1 watt of output power, (negotiated during quotation).

The Warranty period begins from the date of shipment, as evidenced by Seller's packing list or transportation receipt. Seller's obligation under this warranty shall be limited to the repair or replacement of goods, at Seller's option, which Seller's examination shall disclose to its satisfaction to be defective. In no event shall Seller's liability for any breach of warranty exceed the net selling price of the defective goods.

(b) SELLER HAS NO OBLIGATION OR RESPONSIBILITY FOR GOODS WHICH HAVE BEEN DAMAGED OR ALTERED IN ANY WAY BY OTHER THAN SELLER'S EMPLOYEES.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY SELLER AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.

9. Warranty Claim Procedures

(a) Defective goods must be returned, transportation charges prepaid, to Seller for correction.

Seller will pay return transportation charges for warranty repair but not for goods returned which are found not to be in warranty or to have sustained damage in the field. Repair or replacement

of defective goods will be at Seller's discretion. Upon redelivery of goods corrected under this warranty, the repaired or replaced portions shall be subject to this warranty for a period of 90 days or until expiration of the original warranty, whichever is later.

(b) All claims of failed or defective goods must be in writing and received by the Seller within the specified warranty period, and Buyer must obtain from Seller a Return Material Authorization Number (RMA #) prior to returning goods to Seller. If the cause of failure is determined by Seller's examination to be misuse, mishandling, or other field damage, a price quotation for repair or replacement may be submitted to Buyer; no repair or replacement work will commence before written authorization to proceed is received from Buyer. If returned goods are determined not to be defective or if the Buyer elects not to authorize correction at its expense of goods not covered by this warranty, the Seller may charge a reasonable amount for such evaluation (Evaluation Charge). The Buyer will not recover from Seller by offset, deduction, or otherwise, the price of any goods returned to Seller under this warranty.

10. Limitation of Liability

(a) Seller's liability of any claim of any kind, whether in contract or in tort including negligence, for any loss or damage arising from, connected with, or resulting from this contract or quotation, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, installation, inspection, operation, or use of any equipment covered by or furnished under this contract, shall in no case exceed the purchase price of the goods which give rise to the claim.

(b) In no event, whether as a result of breach of contract or warranty or alleged negligence, shall Seller or its employees, agents, suppliers, or contractors be liable for special, incidental, exemplary, or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the goods or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.

11. Rescheduling and Cancellation

(a) Scheduled Deliveries for larger Purchase Orders may be rescheduled no more than two times without penalty. No shipment may be rescheduled or cancelled within 45 days of scheduled ship date.

(b) Orders which are cancelled prior to shipment, if standard items, are subject to a 28% restocking charge for those items already in production or in finished goods inventory awaiting shipment to Buyer.

(c) Orders for "custom" items designed or modified to the Buyer's specifications are essentially non-cancelable for that portion in production or in finished goods inventory awaiting shipment to the Buyer, and are subject to full recovery costs. If cancellation is accepted for any part of an order for custom items, a 28% restocking charge may apply.

12. Applicable Law

The terms of quotations and any resultant orders shall be governed by and interpreted in accordance with the laws of the State of California.

WRIGHT TECHNOLOGIES RETURN MATERIAL AUTHORIZATION (RMA) REQUEST
General

For all items requiring service, regardless of warranty status, contact Wright Technologies, Inc., for a Return Material Authorization (RMA) number. RMA numbers may be requested online via by email to sales@wrighttec.com, or by calling the factory at (916) 773-4424. To request an RMA number, customers must provide the model number, serial number/date code, original PO number/date purchased, and as much information as possible as to the nature of the problem. A detailed discussion with customer's technical and/or QA personnel may be required prior to an RMA being issued. Material returned without an RMA number will not be accepted for warranty repair.

Return of Units

Items should be returned to Wright Technologies accompanied by a "Not to Exceed" purchase order to cover the evaluation charges (see below). Repair charges, if applicable, will be quoted separately. All items being returned to Wright Technologies for evaluation or repair must be shipped with the shipping charges prepaid. Items subject to "in-warranty repair" will be shipped back to the customer at Wright Technologies expense. The customer will be liable for return shipping charges for items that are out of warranty, that have been damaged in the field, or that are not defective.

Evaluation Charges

All items returned to Wright Technologies are subject to an evaluation fee of up to \$500.00 for the processing and testing required to confirm the nature of the defect, if any. The amount of the evaluation charge will be established when the RMA number is issued. This fee will be waived in all cases where testing confirms a problem covered by warranty. The fee will be enforced for returned out of warranty items, items found not to be defective, or items that were damaged in the field.

Repair Costs

Warranty repairs will be made at no cost to the customer if WT determines customer is not at fault. When it is determined that a repair is not covered by warranty, Wright Technologies will provide a cost estimate for the repair/replacement charges. The customer must issue a purchase order to cover repair charges and/or evaluation fees (if applicable) before work commences. For items determined to be beyond economical repair or cases where the customer decides against repairing/replacing the unit, the evaluation fee will still apply.

Return Lead Time

Typical lead times for return of repairs is 30-90 days (depending on the complexity of the product) after receipt of the unit at Wright Technologies.

Wright Technologies GENERAL PRIVACY POLICY STATEMENT.

Protecting your privacy is an integral part of our customer service program. Wright Technologies protects your online activity according to specified security measures, and we never share your e-mail address or other personal information with anyone.