

ASCEND ELECTRONICS® INC.

14240 County Road 2917

Eustace, TX 75124

Phone: (302) 200-2010

<https://www.ascendelec.com/>

Ascend Electronics® Terms & Conditions

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Ascend Electronic® General Terms & Conditions

Effective Date: November 5th 2022

Supersedes all previous published and non-published Ascend Electronics Terms & Conditions Versions prior to **November 5th 2022**. This document defines and regulates the Terms and Conditions of all Sale for Ascend Electronics® Inc.

Terms and Conditions of Sale

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products (hereinafter referred to as Product(s) or Services by Ascend Electronics®, Inc. hereinafter referred to as Ascend Electronics® as the Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or verbal between the Seller and the Buyer. Even so and regardless any contrary language in the Buyer's purchase order, correspondence or any other form of acknowledgement, the Buyer shall be bound by these Terms and Conditions of Sale when sending a purchase order or indicate acceptance of a purchase contract, or when accepting delivery from the Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY THE SELLER'S PRINCIPAL MANAGERS. This term and condition is made public available and it is the buyers sole responsibility to understand its context when entering into any contract with Ascend Electronics® Inc. No contract shall exist except as herein provided.

Complete Agreement

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.



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Quotations

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice. Acceptance of a verbal quotation is only valid if followed by a written quotation within 2 business days. A complete signed order must be received by the Seller within 15 calendar days of notification of any awarded bid/contract; otherwise the price and shipment terms will be subject to renegotiation. All orders are subject to final acceptance by Seller and are subject to Credit Approval.

Termination and Cancellation

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors. No cancellation by the Buyer will be allowed. For any cancellation by the Seller due to but not limited to Buyer breaches of the contract and/or Buyer becomes subject to any state or federal law proceeding, and/or Buyer does not pay its debts and/or Buyer becomes insolvent or bankrupt, Seller reserves the right to charge and invoice the Buyer up to 100% of the acknowledged order price. For all and any arising costs such as but not limited to shipping, legal or attorney fees, Seller keeps the right to charge and invoice Buyer to recover those costs.

Drawing Approval for Products

The Seller will design the quoted Products in line with, in the Seller's judgment, good engineering and commercial practice. If at the drawing approval stage the Buyer makes changes outside of the design as covered in the original specifications supplied by the Buyer, the Seller may require to be paid reasonable charges and allowed a commensurate delay in the shipping date based on the changes made without penalty to the Seller.

When drawings for approval are required for any Products, the approved drawings applicable to those Products must be returned on or before the date specified by the Seller in order to maintain the delivery date committed to by the Seller. All drawings and design information are Intellectual property of Ascend Electronics® with no exception, and all rights to drawings and design information shall stay with Ascend Electronics®. Non-Disclosure Agreements are required before any Ascend Electronics® drawings would be released to Buyer.

The returned drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Any changes requested by the Buyer after approval drawings have been received, may extend the original delivery date committed by the Seller. If the buyer initiates or in any way causes delays in shipment or return of approval drawings beyond the period stated by the Seller, the price of the Products may be increased 3.5% per month or fraction thereof up to a maximum of 12 months from the date of the Buyer's order. For delays resulting in shipment beyond 12 months from the date of the Buyer's order, the price will be adjusted by the seller and any of Buyer's applicable development costs including but not limited to any costs arising from labor, materials and parts, inventory costs, third parties vendor and custom fees, additional shipping costs and financing fees shall be charged and invoiced by the Seller as Non-Recoverable Expenses to the Buyer.

Prices

All published prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter, fax or E-mail. All quotations made or orders accepted after the effective date will be based on the new price. For existing orders, the price of any unshipped portion of an order will be the price in effect at the time of shipment.

Price Policy - Products and Services

When prices are quoted as firm for a quoted shipment, they are firm provided the following conditions are met:

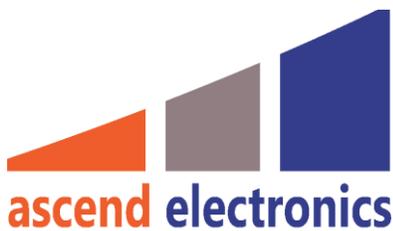
1. The order is internally released by seller with complete engineering and manufacturing details.
2. Shipment of Products is made within the quoted lead time. (Note: all requests for a reduction in the standard or quoted lead time may result in additional charges being applied.)

Minimum Billings for Product Orders

For Product Orders amounting to less than Ascend Electronics® required Minimum Order Quantity (MOQ) net will be billed at the full MOQ price plus appropriate shipping charges. For Product Orders with no predefined Ascend Electronics® MOQ and Orders amounting to less than \$750 net will be billed at \$750 plus appropriate shipping charges.

Price Policy

For Ascend Electronics® Distributors, please refer to your specific Distributor Pricing Policies/Discount Sheets for price policy details.



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Held Orders (Custom products and mass production orders)

This section applies to custom products and mass production orders with scheduled shipping dates. For any order held, delayed or rescheduled at the request of the Buyer, Buyer should have written approval by Seller, 21 calendar days prior to the original scheduled shipping days previously agreed in the purchase order. The Seller may, at its sole option (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting in such delay; (2) store Products at the sole cost and risk of loss or damage to the Buyer; (3) charge to the Buyer any additional prices under the applicable pricing policy.

Upon confirmation of said reschedule by Ascend Electronics®, the following charges may be invoiced by the Seller to the Buyer:

- No Cancellations Allowed for all products.
- Notice Received Prior, refers to a minimum of 21 Days given written noticed by Buyer and acceptance acknowledgment issued by Ascend Electronics® prior the Schedule Shipping Date.
- Notice Received Prior / Reschedule to Schedule Date: 0 - 30 days up to an additional 5 % reschedule charges may apply.
- Notice Received Prior / Reschedule to Schedule Date: 31 - 60 days up to an additional 10 % reschedule charges may apply. An invoice with up to 50 % of product scheduled to be ship for this time period could be due at the 31st day of the original scheduled shipping date.
- Notice Received Prior / Reschedule to Schedule Date: 61 - 90 days up to 10 % restocking charges apply. An invoice with up to 50 % of product scheduled to be ship for this time period could be due at the 31st day of the original scheduled shipping date. A second invoice of an additional 25 % of product scheduled (up to 75% of total original scheduled invoice) may be applicable and due on the 61st day of the original schedule.
- All rescheduled products must ship within 90 days of their original scheduled ship date. And the full Invoice amount will be due immediately on the 90th day after the original shipping date.

If Buyer reschedule shipment of any purchase order or a portion of any purchase order, without prior agreement by Ascend Electronics® of 21 days before the Scheduled date, any purchase order, or a portion of any purchase order will be due at the original scheduled invoice due date and a restocking fees will apply to the following charges, at Ascend Electronics' option, be assessed and invoiced by Ascend Electronics®.

Upon confirmation of said reschedule, the following charges will be invoiced by the Seller to the Buyer:

- No Cancellations Allowed for all products.
- Notice Received Post, refers to written rescheduling request given by Buyer and acknowledged by Ascend Electronics® after 21 Days of Rescheduling Notice Period respective less than 21 Calendar Days to the Schedule Shipping Date.
- Notice Received Post, / Reschedule to Schedule Date: 0 - 30 days an additional 15 % reschedule charges apply.
- Notice Received Post, / Reschedule to Schedule Date: 31 - 60 days an additional 15 % reschedule charges apply. An invoice for the full 50 % of product scheduled to be ship for this time period including the charges of 15% will be due at the 31st day of the original scheduled shipping date. The full invoice amount of the scheduled ship for this time period is due on the 61st day after the original scheduled shipping date.
- All rescheduled products must ship within 60 days of their original scheduled ship date.

Any orders so held, delayed or rescheduled more than twelve months may be treated as a Buyer termination and shall be handled as defined in the paragraph "Termination and Cancellation" and be subject to full 100% charges and invoices plus all applicable additional charges and fees to the Buyers. In addition payment collections and legal proceedings suing and litigation against the buyer for breach of contract and damages may be imposed.

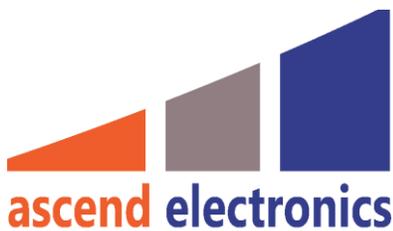
Taxes

All published and quoted prices do not include any taxes. Ascend Electronics® will charge sales and other applicable taxes for all Buyers that have not previously to the sell provided the tax exemption ID. For Buyer with tax exemption, the Buyer shall be responsible for payment of all taxes applicable to, or arising from the transaction, the Products, its sale, value, or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

Testing Charges and Agency Approval Markings

Prices include all standard Ascend Electronics® production tests unless otherwise stated on the quote. Optional Tests can be provided upon written request and will be subject to additional charges. If Buyer's witness testing is required, Seller will notify the Buyer prior to scheduling such witness testing. In the event the Buyer is unable to attend, the Seller reserves the right to consider the witness tests waived with the right to ship and invoice the Products.

For all custom design products, the costs and maintenance for Agency Approval Markings are responsibility of the Buyer. If Buyer request Agency Approval Marking on any products, standard or custom, the cost for such markings are to be paid for by the Buyer. Otherwise written approval from the seller has to be given listing the cost and maintenance of such Agency Approval Markings accepted by the Buyer.



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Credit and Payment Terms

Terms of Payment for Standard, Special or Custom Built Products

For previously predetermine and approved customers, Terms of payment for all standard catalog, special or custom built Products are Net 30 Days from date of invoice, if not otherwise stated and pre-negotiated before Sales Order is issued. Ascend Electronics Inc. has no obligation to provide for credits to buyers, and all first time buyers are subject to 100% payments on front, after a Buyer's Purchase Order is accepted and before the Seller will start on the execution of that order.

Purchaser shall furnish to Ascend Electronics® all financial information reasonably requested by Ascend Electronics® from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that Ascend Electronics® shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price shall be paid in full prior to shipment. Purchaser shall promptly notify the Seller of all changes to Purchaser's name, address, or of the sale of substantially all of its assets. The Seller shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of changes in Ascend Electronics® credit policies or Purchaser's financial condition and/or payment record. Purchaser shall not deduct any amounts owing from any Seller's invoice without Ascend Electronics® expressly written approval; such approval shall be contingent upon Purchaser providing all supporting documentation for such deduction as required by Seller.

A **service charge of the lesser of three and half percent (3.5%) per month** or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Credit cards (MasterCard, VISA, Discover Card etc.) will be accepted via processing through Ascend Electronics® online payment center. Payments can be made via directly deposit to Ascend Electronics® bank accounts. Payment by money orders or travelers check will be allowed only if the money order or travelers check is made out in the exact amount of the invoice; payment of one invoice through multiple money orders or travelers checks will not be permitted. Additional restrictions regarding third-party payments may apply to Purchasers located outside the United States and may be subject for a security interest payment secure payments. If Purchaser fails to make timely payment of any amount invoiced hereunder, Ascend Electronics® shall have the right, in addition to any and all other rights and remedies available to Ascend Electronics® at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser. Purchaser shall pay all costs of collection including reasonable attorneys' fees. Any obligation of Ascend Electronics® under these terms and conditions to deliver Products on credit terms shall terminate without notice if Purchaser files a voluntary petition under a bankruptcy statute, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute is filed against Purchaser, or if a receiver or trustee is appointed to take possession of the assets of Purchaser.

Online Buyers can process the payment directly with Ascend Electronics® online payment center during the purchase process. The Ascend Electronics® online payment center provides for payment made with debit-, credit cards, PayPal, checks and other paying methods for the convenience of the purchaser. For the common Online Buyers, product delivery and delivery terms are defined on our online stores.

Note: Ascend Electronics® Distributors please refer to your specific Distributor Pricing Policies/Discount Sheets for further clarification as to your specific terms of payment.

Adequate Assurances

If, in the judgment of the Seller, the financial condition of the Buyer, at any time during the period of the contract or these terms, does not justify the terms of payment as specified, the Seller may require full or partial payment in advance.

Freight

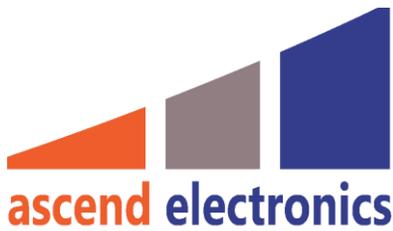
Risk of Loss

If Purchaser provides Seller with Purchaser's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer/Purchaser upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Purchaser upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). A purchase money security interest may be retained in the Products to secure payment in full. Purchaser/Customer authorizes Seller to file a financing statement reflecting such security interest, and, if requested, Customer will record such purchase money security interest on its books.

Delivery Charges, Transportation, insurance and handling charges are payable by Purchaser/Customer and will be specified on the invoice unless otherwise specified. Special packing or shipping arrangements will be charged separately to Purchaser. Seller is not responsible for shipping damages. Shipping damage insurance is only provided on request by Buyer and paid for by Buyer.

Prepaid freight

Air, ocean or ground transportation freight charges that are paid at the port of origin or loading are billed to the purchaser. It is not refundable even if the shipment fails to arrive at its destination. The prepaid freight can and shall include all fees for cost and freight (C&F) and all cost insurance freight (CIF).



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Title and Delivery outside the U.S.

Shipments inside the U.S. shall be delivered F.O.B. at Ascend Electronics® shipping docks. Shipments outside the U.S. shall be delivered Free Carrier (FCA) (Incoterms 2000 (International Commercial Terms)) Buyer's designated carrier. Title and liability for loss or damage shall pass to Buyer upon Ascend Electronics® delivery to Buyer's designated carrier. Any subsequent loss or damage shall not relieve Buyer from its obligations. Buyer shall reimburse Ascend Electronics® for insurance, transportation and handling costs on international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required. Ascend Electronics® may deliver products in installments. Delivery dates are estimates. Ascend Electronics® shall not be liable for any damage, losses or expenses incurred by Buyer if Ascend Electronics® fails to meet the estimated delivery dates.

Title on Software and Intellectual Property

Title to software and/or Intellectual Property (IP) will remain with the applicable licensor(s) respective the entitled IP provider, and Purchaser's rights therein are contained in the license agreement between such licensor(s) and Purchaser/Customer.

General Freight Terms for all Products

All shipments are F.O.B. at Ascend Electronics® shipping dock or point of shipment.

Prepaid freight, when authorized by Seller, must be ordered on one order to one location with one release. Only complete order line items will be shipped unless otherwise stated on the quotation by prepaid freight, when authorized, via Seller's authorized carriers only.

All shipments are sent freight collect unless otherwise specified on the quotation. Special or Custom Products may be combined with Standard Products for prepaid freight with prior Seller's approval only.

Shipment and Routing

Seller shall select point of origin, of shipment, the method of transportation and the routing of the shipment.

If the Buyer specifies a premium or special mode of transportation or routing, the Buyer shall be responsible to pay all freight including all prepaid freights. When freight is included in the price, no allowances will be made in lieu of transportation if the Buyer accepts shipment at manufacturing location, warehouse or otherwise supplies its own transportation.

Short Shipments

Claims for any short shipments from the Seller must be submitted in writing to the Seller within 5 days of Buyer receiving the shipment. The Buyer will indicate what was missing and supply the Seller with a copy of the packing slip.

Warranty

Ascend Electronics®, ("Seller") warrant to the original purchaser of any Ascend Electronics® Products, will be free from defects in materials and workmanship for a period commencing on the date of purchase of the Products, and expiring at the end of the period specified with the product Warranty of the specified product. Transformers and Electromagnetic Products: 90 days, Power Supplies Products: 1 year, Laboratory Instrumentation 1 year and Embedded Systems Products up to 1 years. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warranty Exclusions - Limitation of Damages and Claims Procedure

The above stated warranty does not cover: workmanship of installation; dissatisfaction or damage due to improper installation, vandalism, misuse, accident, excessive wear and tear, unauthorized repair, abnormal use, lack of maintenance, or other cause(s) not within Seller's control and SELLER WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR FROM THE PRODUCTS BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER PRODUCT.

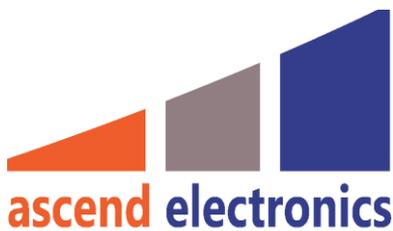
Without limiting the generality of the foregoing, the Seller will not be responsible for labor costs involved in the removal of Products or the installation of replacement Products.

Seller's liability and the Buyer's exclusive remedy hereunder will be limited to repair or replacement of those Products found in Seller's reasonable judgment to be defective. Seller reserves the right to accept or reject any claim in whole or in part. Seller will not accept the return of any Products without its prior written approval (RMA number). Please refer to the "Return Goods" policy for details of the return procedure.

In general, Ascend Electronics® products bare sealed products label with product part and serial numbers. Any and all warranty of the product is void and nullified if those labels were removed.

Product Notices

All Buyers must provide the user (including its employees) of the Products with all Seller supplied Product notices, changes, warnings, instructions, recommendations, and related materials.



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Delivery

Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

Force Majeure

The Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any government authority or of the Buyer, act of terrorism, riot, embargo, fuel or energy shortage, accidents or delays in transportation, or due to any other cause beyond the Seller's reasonable control. In the event of a delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay and without any penalties, charges or contractual changes to the Seller from the Buyer.

Penalty Clauses

Contracts which include penalty clauses for failure to meet shipping or job completion promises are not acceptable or binding on the Seller, unless such clauses are specifically accepted in writing by an authorized principal manager of the Seller.

Compliance with OSHA (Occupational Safety and Health Administration)

The Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued there under. In no case shall the Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Sales Tax

Seller is obligated to charge Buyer Sales Tax, if Buyer does not submit its Resale Certificate.

Return Goods Policy

A Return Material Authorization (RMA) number is required PRIOR to returning product. Contact Ascend Electronics® to request for your Return Material Authorization Number. Once the RMA number is received, item(s) must be returned within 7 days of receiving a RMA from Ascend Electronics®. Write your RMA number clearly on outside of package to expedite return. Item(s) must be in original condition to be returned, unless there is a manufacturing defect.

The Return Goods Policy stated below must be followed before attempting to return any Products to the Seller. Failure to follow these procedures may result in the delay of Seller processing Buyer's return or the possibility that the receipt of the returned Product(s) are refused and returned to you the Buyer, freight collect.

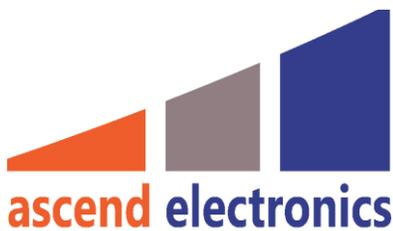
BEFORE returning any Products to the Seller, Buyer must first contact Ascend Electronics® to obtain a Return Material Authorization (RMA) number.

Before Returning Products, Be Sure To Follow These Procedures:

- 1) The returned products must be adequately packaged to prevent shipping damage.
- 2) All paper work and each box, package or skid being returned MUST clearly indicate the RMA number. If the RMA number is not indicated, the returned shipment will be refused and/or shipped back to the Buyer freight collect.
- 3) All Products being returned to the Seller MUST BE SHIPPED "FREIGHT PREPAID". Seller will NOT accept collect shipments.
- 4) Even if an inventory rotation agreement exists, an RMA number is still required before returning any Product.
- 5) All returns are subject to inspection by Ascend Electronics® prior to acceptance.
- 6) All accepted returns will be credited to customer's open account.
- 7) A copy of the original invoice or the invoice number must be included.

Products Returned For Credit for Products with No Product Warranty Issues or Manufacturing Defects

- 1) Any Products returned for credit are to be unused and in the original Seller's packaging. (Note: excludes returns for repair.)
- 2) Only consumer Products as indicated and listed in the current Seller's catalogs, which have been invoiced to the Buyer within 30 days of ship date, can be returned for credit, exceptions are warranty issues returns. Custom products and mass productions cannot be returned for credit, except in case of warranty issues. The Seller reserves the right to refuse any Products returned for credit.
- 3) All Products returned for credit are subject to a minimum 20% restocking fee plus any transportation charges originally paid by the Seller. (Credit Issued = original invoiced product price - 20% restocking - freight charges paid by Seller)



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- 4) Non-Stocked Catalog, Custom, Special built to order, and mass production orders Products CANNOT be returned for credit under any circumstances. (Note: they may be returned for repair. See "Products Returned for Repair/ Replacement").
- 5) If the Products being returned for credit are deemed, after inspection by Ascend Electronics®, to be defective as a result of a defect in material or workmanship and is in accordance with the current Ascend Electronics® standard product warranty, full credit may be issued, including appropriate transportation.
- 6) If the Products being returned for credit are deemed, after inspection by Ascend Electronics®, to be defective as a result of customer error or under any of the "Warranty Exclusions - Limitation of Damages" policies as stated within the current Ascend Electronics® standard product warranty, NO credit will be issued. The returned Products can, at the Buyers request, be repaired or replaced at the Buyers expense. (See "Products Returned for Repair or Replacement".)

Products Returned For Repair/Replacement

- 1) Before returning any Products for repair/replacement, please contact the Ascend Electronics® and obtain a Return Material Authorization (RMA) number.
- 2) If the products being returned for repair replacement are under warranty, as stated in either the Seller's "Standard Catalog Products" or "Specialty and Custom Products" warranty policies, then the Products will be repaired or replaced at no charge and returned freight prepaid.
- 3) If the Products being returned for repair/replacement are NOT under warranty, as stated in either the Seller's "Standard Catalog Products" or "Specialty and Custom Products" warranty policies, then an estimate of the repair costs will be forwarded to the Buyer, at which time the Buyer can request one of the following:
 - A) The Buyer will authorize the repair and proceed to supply the Seller with a valid purchase order.
 - B) The Buyer will authorize the Seller to replace the Products and proceed to supply the Seller with a valid purchase order.
 - C) Request nothing be done and authorize the Seller in writing to return the Products to the Buyer, freight collect.
 - D) Request in writing to the Seller that the unit be scrapped.

DELIVERY AND RISK OF LOSS.

If not specified in Ascend Electronics® Quotation to that purchase, domestic delivery shall be F.O.B. of any Ascend Electronics® warehouse or as defined by Ascend Electronics®. Title and risk of loss shall pass to Buyer when products are delivered to Carrier unless otherwise agreed to in writing by Ascend Electronics®. Upon request by Buyer, Ascend Electronics® shall prepay and invoice Buyer for freight and shipping/handling and insurance costs. International orders shall be FOB factory defined by Ascend Electronics® in the Quotation to that purchase. Freight and insurance for international shipments may be provided for a fee upon request. No order is assignable without Ascend Electronics® prior written approval.

GOVERNING LAW

All transaction shall be governed in all respects by the laws of the State of Texas (excluding choice of law provisions). All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller within the applicable statutory period, but in no event more than ONE (1) YEAR after the date of invoice.

This Terms and Conditions shall be automatically binding and enforceable at the time Buyer submits its Purchasing Order and this document is the entire contract between Buyer and Seller.

If Seller needs to enforce this Terms and Conditions in the court of law, the Seller has the right and will charge Buyer for all and any applicable legal fees and damages arising. Place of any court of laws in case of any legal dispute must be in the Jurisdiction of Athens in the county of Henderson Texas. Buyer's acceptance of quotation and issuing a purchase order shall constitute acceptance of these terms and conditions. Terms or provisions of Buyer's order that are inconsistent with or in addition to Ascend Electronics® terms and conditions shall NOT BE binding unless accepted in writing by Ascend Electronics® Inc. Ascend Electronics® failure to object to any provision contained in a communication from Buyer shall NOT BE a waiver of these terms and conditions. If any terms or conditions of sale are declared by an arbitrator, or court or other body having jurisdiction in Athens Texas, to be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.