



Toll Free  
**800-631-9616**

International  
**973-361-6300**

## SALES TERMS

**1. Applicable Terms and Conditions** – These “Sales Terms” shall apply to all Orders for the purchase of product[s] from Electrospec (“Orders”). Notwithstanding any terms or conditions on Buyer’s order forms or any other documents to the contrary, any offer made by Electrospec, including without limitation any Quotation issued by Electrospec (“Offer”), with respect to any Order is expressly made conditional on Buyer’s acceptance of Electrospec’s Sales Terms only, and Electrospec’s performance of any and all Orders is expressly made conditional on Buyer’s acceptance of Electrospec’s Sales Terms only. Electrospec’s acknowledgments of any Orders, or commencement of performance or delivery of any Orders, or Buyer’s issuance of any confirmations, acceptances, acknowledgments, or orders, or Buyer’s acceptance of, payment for, or use of any of Electrospec’s products shall constitute Buyer’s acceptance of Electrospec’s Sales Terms only. Electrospec hereby objects to all terms of Buyer which are in conflict or inconsistent with, in addition to, or different from Electrospec’s Sales Terms, and any such conflicting, inconsistent, additional or different terms shall be deemed “Additional Terms” for the purposes of the application of N.J.S.A. 12A:2-207(2). Any such proposal for conflicting, inconsistent, additional or different terms, or any attempt by Buyer to vary, in any degree, any of Electrospec’s Sales Terms in Buyer’s acceptance shall not operate as a rejection of Electrospec’s Offer, but shall be deemed a material alteration of Electrospec’s Offer, and Electrospec’s Offer including these Sales Terms shall be deemed accepted by Buyer without said conflicting, inconsistent, additional or different terms. Electrospec’s failure to object to any conflicting, inconsistent, additional or different terms of Buyer shall not constitute acceptance thereof. Electrospec’s Offer may incorporate by reference its Sales Terms contained on its website and it is understood that these Sales Terms are an integral part of Electrospec’s Offer. Any acknowledgments or confirmations issued by Electrospec or Buyer shall be deemed issued for administrative purposes only. Such acknowledgments or confirmations shall not affect Buyer’s acceptance of Electrospec’s Sales Terms only, nor constitute Electrospec’s acceptance of Buyer’s conflicting, inconsistent, additional, or different terms.

**2. Warranty, Return Policy and Limitation of Warranty** – Due to the inherent volatility in the spot market for electronic components, any Quotation issued by Electrospec is valid for 48 hours only. Orders carry a 30-Day warranty as to form, fit and function, provided Buyer furnishes Electrospec with test report[s] from a nationally recognized independent testing house documenting failure substantially greater than manufacturer specifications for form, fit or function. A Return Material Authorization must be obtained prior to returning any merchandise. Shipping and service charges are non-refundable. The foregoing warranty does not apply to those products that are damaged due to misuse, abuse, negligence, modification by Buyer, or damaged during transit when merchandise is returned. **The foregoing warranty is the only warranty applicable to transactions for the purchase of product[s] from Electrospec. Electrospec hereby disclaims all other warranties, express or implied, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.**

**3. Limitation on Remedies/Liability** - **In the event that any product[s] delivered pursuant to any Order should fail to be as warranted, Buyer’s sole and exclusive remedy shall be replacement of the non-conforming product[s] or a credit for the purchase price of the non-conforming product[s].** Buyer shall not be entitled to replacement or a credit unless Electrospec is notified of the defect[s] of the product[s], within thirty days of delivery to Buyer, and in no event shall Buyer be entitled to replacement of or credit for the non-conforming product[s] unless Buyer furnishes Electrospec with test reports from nationally recognized independent testing house documenting failure substantially greater than manufacturer specifications for form, fit or function. **In no event shall Electrospec’s maximum liability for any claim, loss or damages arising out of, resulting from, or in connection with any Order for any reason exceed the purchase price of such Order. Under no circumstances shall Electrospec be liable for any consequential, incidental, indirect, direct, punitive, special or other damages (including without limitation any personal injury, death or property damage, or any loss of use of any property, or any loss of revenues, profits or business, or any liability of Buyer to its customers or third parties) arising out of, resulting from, or in connection with any Order for any reason.**

**4. Choice of Law** – **All Orders shall be governed and interpreted in all respects in accordance with the laws of the State of New Jersey without giving effect to any conflict of law rules.** Buyer agrees that any dispute or claim arising out of, resulting from, or in connection with any Order shall be brought exclusively in the state or federal courts of New Jersey.



Toll Free  
**800-631-9616**

International  
**973-361-6300**

**5. Attorneys' Fees** - In the event that Electrospec engages an attorney to collect any amounts due, pursue any claim against Buyer, or defend against any claim asserted by Buyer, Buyer agrees to pay all reasonable attorneys' fees, costs of suit, and litigation expenses incurred by Electrospec unless Buyer obtains a money judgment against Electrospec.

**6. Set-off/Deposits** – The purchase price of any Order shall be paid without deduction or setoff, and all deposits are nonrefundable.

**7. Force Majeure** – Electrospec shall not be liable for delays in the performance of any Order arising out of causes beyond the control and without the fault or negligence of Electrospec. Such causes include but are not restricted to acts of God, acts of Buyer, the public enemy or the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of suppliers due to any of such causes where the supplies or services to be furnished by the supplier were not obtainable from other sources at no additional cost in sufficient time to permit Electrospec to meet the agreed upon schedule.

**8. Entire Agreement/Severability** - By placing its Order, Buyer acknowledges Buyer's acceptance of the above terms; that these terms represent the entire agreement between the parties with respect to the Order and such terms supersede and take precedence over any and all prior oral or written writings, representations, negotiations, agreements or understandings; that Electrospec's Sales Terms shall be binding upon Buyer's successors, heirs, representatives, and assigns; and that Electrospec's Sales Terms cannot be modified or altered without an express written agreement signed by Electrospec and Buyer. In the event that any term contained herein is determined to be invalid, unenforceable, or void by a court of competent jurisdiction, such term shall be deemed deleted and the remaining terms shall continue in full force and effect.