

**All orders accepted by Exxelia RAF Tabtronics LLC (E-RAF) are subject to terms and conditions of sale contained herein. Any terms set forth in any Buyer purchase order, acknowledgment or other document that are in addition to or inconsistent with this Agreement shall be null and void and will be of no force or effect.**

1. **LIMITED WARRANTY, CLAIMS AND RETURNS:** E-RAF warrants all products sold to be free from defects in material and workmanship for a period of one (1) year from the date of manufacture. Non-warranty claims must be made within 15 days of shipment. E-RAF limits its obligation to repair or replacement of any unit(s) providing:

- The subject unit(s) was not modified, repaired, or adjusted in any way from its original form.
- The subject unit(s) was not damaged by misuse, mishandling, neglect, or operated in an unsafe or unsuitable manner.
- The subject unit(s) is returned to E-RAF with a Return Material Authorization number (RMA or RA) assigned by an authorized E-RAF representative, clearly shown on the outside of the shipping container.
- The subject unit(s) is within its warranty period as evidenced by its date code (or serial number) of manufacture.

2. **LIABILITY:** E-RAF's liability shall be limited solely to the replacement or refund of the purchase price of the material which proves defective or not as ordered. E-RAF assumes no liability, in any event, for the consequential damages or loss of time or any other losses incurred by the purchaser or any third party in connection with devices provided by us. E-RAF shall not be liable, and customer shall hold E-RAF harmless, for any cost or damage incurred resulting from the Buyer's use of the material supplied. THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, ORAL OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. **TERMS:** All customers are subject to a check of business history and credit worthiness. Unless stated otherwise on the face of the E-RAF quotation or order acknowledgment, payments for goods are due upon receipt and all special charges (NRE, set-up, tooling, etc.) are due at time of order. Short-term credit may be extended to firms with an approved line of credit. Unacceptable credit will be handled by credit card pre-authorization, cash-on-delivery, or cash prepayment at our discretion. Unless stated otherwise on the face of the E-RAF order acknowledgment, payment terms are net 30 days, from date of invoice, to firms with an approved line of credit. All special charges (NRE, set-up, tooling, etc.) are due at time of order.

4. **PRODUCT / PROCESS DESIGN DISCLAIMERS:** When required by the customer, or when E-RAF deems necessary, first article(s) and/or first article inspection report(s) are submitted for customer evaluation. Written approval of, and/or payment for the first articles, and/or placement of additional orders for the same product, constitutes customer approval, validation, and acceptance of the design. E-RAF may make any changes to the process design it deems necessary, including substitution of component materials, to improve manufacturability, reliability, cost and/or quality, provided form, fit, and function are not affected. E-RAF reserves the right to make these changes and/or substitutions without the consent or approval from the Buyer, unless otherwise agreed upon in writing between E-RAF and the Buyer.

5. **PRICES:** Quoted prices apply to current order only. When the total quantity of product ordered is not released or scheduled for delivery at time of order, the price of the product, when released, is subject to adjustment based on raw material and labor costs involved. Due to volatility in energy and metals markets, price and lead time are subject to change at time of order acknowledgment or shipment based upon material availability, costs, and surcharges in place at that time. E-RAF reserves the right to pass through metal and/or fuel surcharges at time of shipment. E-RAF will make reasonable effort to mitigate such changes and surcharges. Unless confirmed otherwise in writing, pricing does not include First Article Inspections, Product or Process Qualifications, Agency Approvals, customer mandated Production Part Approval Processes (PPAPs) or other special requirements. Such requirements will incur additional charges and schedule adjustments.

6. **MINIMUM ORDER:** Minimum order acceptance value is US \$2,500.00. Minimum billings charge/scheduled release quantity is US \$500.00 or 10% of the total order value, whichever is greater. Variations from quoted minimum order quantities and release quantities may affect final selling price.

7. **LEAD TIME / RELEASE SCHEDULES:** All orders will be shipped complete within six months of the original order date unless otherwise agreed to in writing. Quoted lead time are "ARO" (after receipt of order), reflecting time from order placement to shipment. Lead time is dependent upon availability of raw material and production capacity at time of order. Actual delivery dates will be confirmed within seven (7) working days ARO.

8. **OVER / UNDER SHIPMENT:** E-RAF reserves the right to manufacture and ship, and you agree to accept, up to 10% over or under the quantities ordered by you. In cases where materials or parts are furnished by the customer, 10% excess is required to allow for any losses or deviations.

9. **SUBCONTRACTING:** E-RAF reserves the right to outsource, in whole or in part, orders to qualified subcontractors, unless expressly prohibited in writing between E-RAF and Buyer.

10. **TAXES:** The customer agrees to pay or reimburse E-RAF for sales, excise, or other tax levied by any government agency, federal, state, local, or foreign, which they may require that we collect or pay upon the sale of the items quoted and any tax upon us measured in whole or part by the amount of such sale.

11. **CHANGES AND CANCELLATIONS:** All requests for changes or cancellations to any order must be expressly requested in writing. Due to the custom nature of our business, all orders are non-cancelable and non-returnable (NC/NR) except on such terms as to protect E-RAF against loss and expressly agreed to us in writing. Customers may be asked to agree to NC/NR terms in writing before E-RAF begins production of highly custom orders. All schedule changes must be made at least 12 weeks prior to scheduled delivery. Design changes will be assessed on the basis of materials and labor required to comply with the design changes, and any obsolescence created by the change. Obsolescence charges apply to material, work in process, finished goods and any and all tooling.

12. **DELAYS:** E-RAF is not responsible for delays in making delivery or any failure to make delivery due to causes beyond our control including but not limited to, acts of regulations of any governmental authority, fire, work stoppage or slow downs, accident, flood, war, national emergency, acts of God, public disorders, transportation shortages and delays, and stoppages of fuel and materials.

13. **TITLE:** Unless otherwise agreed in writing by E-RAF, all Products will be delivered ex works ([EXW per Incoterms 2000](#)) from E-RAF's choice of warehouse, distribution or manufacturing facility at which point title to the Products will pass from E-RAF to customer, along with the risk of loss. Customer will reimburse E-RAF for all freight and insurance charges paid by E-RAF.

14. **ROUTING:** Without specific routing instructions by the customer, we will exercise our best judgment to route shipments most advantageously. We assume no responsibility for routing changes by carriers.

15. **ACCEPTANCE:** E-RAF's acceptance is conditioned upon customer's assent to the terms and conditions printed hereon. Any additional terms and conditions proposed by customer are specifically rejected. Unless otherwise agreed to in writing, the terms and provisions hereof comprise the entire agreement between the parties; there are no agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter or in consideration hereof, that are not merged in and superseded hereby.

16. This Agreement shall be subject to, and governed by, the laws of the State of Florida and venue of any legal action shall only be in the state courts of Volusia County, Florida. This Agreement was drafted through the joint effort of all parties and any ambiguity shall not be construed against any party. All parties stipulate to and subject themselves to the jurisdiction of the state courts of Volusia County, Florida.

17. **COUNTERPARTS AND FACSIMILE SIGNATURES:** This agreement may be executed in any number of counterparts, each of whom shall be considered an original, and such counterparts shall together constitute one and the same instrument. Any signed copy transmitted by telephone facsimile machine or telecopier shall be treated in all respects as an original document. The signature of any party thereon shall be considered for these purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document shall be re-executed by all parties in original form. No party to this agreement may raise the use of a facsimile machine or telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this agreement.

18. **ATTORNEYS' FEES AND COSTS:** In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

19. **RECOVERABLE COSTS:** The reasonable costs that the prevailing party shall be entitled to recover pursuant to Paragraph 18 of this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable there under. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis, Nexis or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether for deposition, hearing, or trial; 10) court reporter and transcript fees, whether for deposition, trial, or any evidentiary or non-evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred by the prevailing party in connection with the dispute.

20. **RELIANCE ON AUTHORITY OF PERSON SIGNING AGREEMENT:** In the event that a party is not a natural person, E-RAF will not be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such Entity or to determine any fact or circumstance bearing on the existence of the authority of such individual.

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto and as to their respective heirs, personal representatives, beneficiaries, successors, and assigns.

22. **TIME IS OF THE ESSENCE** of this Agreement.