

Knox Semiconductor, Inc.
Terms and Conditions of Sale

1. **Terms:** All terms are net 30 days if credit has been arranged. Where credit is not established, payment must be received prior to shipment unless C.O.D. shipment is authorized by Knox and the customer.
2. **Complete shipment:** At Knox's discretion, over or under shipment by 1% will be considered a complete shipment.
3. **Loss or Damage in Transit:** No allowance will be made by Knox for loss or damage to ordered parts after they have been delivered to the carrier in accordance with the shipping instructions issued by the customer. Any claims for losses or damage after such delivery will be the responsibility of the purchaser.
4. **Consequential Damage:** Any liability by Knox arising out of the operation or no-operation of any items furnished against purchase orders is limited to a sum equal to the purchase price. Knox shall not be responsible for any consequential or indirect damage of any nature.
5. **Warranty:** Knox warrants its product against defects in workmanship and/or materials at the time of shipment. Knox liability in this clause is limited to repair, replacement, or the issuance of credit (at the option of Knox) and only under the following conditions:
 - a. Notice of defect must be received in writing within 30 after receipt of delivery.
 - b. Defective merchandise must be returned to the place of manufacture with shipping charges paid by the customer.
 - c. Our inspection of the returned unit discloses to our satisfaction that the unit was defective in workmanship and/or materials at time of delivery.
 - d. Knox must be notified of any quantity shortages within 48 hours of receipt to be eligible for shortage adjudication.
6. **Returns and Adjustments:** No unit may be returned unless authorized in advance by Knox and then only upon such conditions as Knox may agree to. The buyer shall be responsible for any unit returned until such time as Knox receives it at its plant.
7. **Miscellaneous:** Knox and Purchaser consent to jurisdiction of the courts of the State of Maine for the purpose of resolving all issues of law, equity, or fact arising out of or in connection with this or any other agreement between Knox and Purchaser, and venue for the purpose of all such suits or actions shall be in Knox County, State of Maine only.

This agreement shall be governed by the laws of the State of Maine.

This Agreement constitutes the entire agreement between Knox and Purchaser with respect to the purchase of the Goods described herein, superceding all prior correspondence or agreements between the parties, including, without limitation, any purchase orders submitted by the Purchaser to Knox. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modifications be in writing signed by the party against whom enforcement is sought.