



SOUTH BAY CIRCUITS, INC. STANDARD TERMS & CONDITIONS OF SALES

“Governmental Compliance:

A. Seller will comply all federal, state and local laws and regulations applicable to the performance of its obligations hereunder including, (to the extent applicable and without limitation) the Fair Labor Standard Acts of 1938, as amended, the Williams-Steiger Occupational Safety and Health Act, as amended, and Equal Opportunity clauses prescribed by Executive Orders 11246, 11375, 11625, 11701, and 11758 regarding nondiscrimination because of race, creed, color, sex, age, national origin, physical or mental handicap, or veterans status.

B. If the goods herein are purchased for incorporation into products sold under United States Government Contract or Subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this order.”

“LIMITED WARRANTY”: Seller warrants that the goods manufactured and delivered shall either be in substantial compliance with the written design and material specification provided by the Buyer to Seller or, if no specifications are provided, rated “acceptable” pursuant to the standards of the interconnecting and packaging Electronics Circuits, publication IPC-A-600, Revision E. In cases in which the goods fail the applicable criteria, such failure must become manifested within 90 days from the date of the delivery to the Buyer. Moreover, Buyer shall provide written notice to seller of the failure within 30 days of the date of discovery of the failure, but at no time later than 120 days after date of delivery.

“SOLE REMEDIES AVAILABLE TO BUYER”: In the event of a breach of Limited Warranty, and upon timely notice of the breach, Seller shall repair or replace the defective goods manufactured and delivered to the Buyer. In the event Seller is unable to repair or replace the goods, Buyer shall receive a refund of all monies paid to Seller on account of defective goods.

“DISCLAIMER OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES”: The “Limited Warranty” is Seller’s sole warranty. With the exception of the “Limited Warranty,” Buyer acknowledges that it is purchasing the goods on an “as is” basis. Buyer hereby waves all other warranties, guarantees, conditions or liabilities, express or implied, including, without limitation, warranties as to merchantability, patent/ trademark infringement, fitness for a particular purpose or other warranties of quality.

“LIMITATION OF LIABILITY”: Except for the remedies in the “Soul Remedies Available To Buyer” clause, Buyer hereby waives all other remedies, whether at law or in equity, including, without limitation, all consequential or incidental damages whether occasioned by Seller’s tortious conduct (including, without limitation, theories of negligence or strict liability) or commercial conduct (including, without limitation, theories of breach of contract or breach of warranty).