

## 1. PRICING

- 1.1 Quoted prices will remain in effect for 30 days but are subject to change upon complete review of all documentation and requirements for the order or upon a change in market conditions affecting component pricing.
- 1.2 Any royalties will be the sole responsibility of the customer. The customer is responsible for any excess inventory due to minimum order quantities and non-cancelable/non-returnable ("NCNR") restrictions as well as any inventory that becomes excess or obsolete due to engineering changes.
- 1.3 The amount set forth in the quote may be subject to additional taxes, shipping and freight charges, duties, tariffs and/or other fees or charges not included in the quote.

## 2. DELIVERY

- 2.1 Several factors beyond PARPRO's control affect delivery times, particularly material lead times and customer-supplied equipment and technical support. The actual delivery date and lead time will be determined after receipt of the order. The standard lead-time for shipment of the first unit for consigned materials orders is 2-3 weeks after receipt of a COMPLETE kit.

## 3. PAYMENT

- 3.1 Payment is due 30 days from the date of shipment. Outstanding balances are subject to 1 % per month late fee. PARPRO reserves the right to place customer shipments on hold for past due balances or other material changes in customer's credit.

## 4. WARRANTIES

- 4.1 PARPRO follows IPC 610 Class II or Class III workmanship standards based on customer requirements. Products manufactured by PARPRO carry a 12 month workmanship warranty. Component warranty is transferred from the manufacturer to the customer. PARPRO does not warrant that components specified or supplied by the customer will be suitable for their intended use. PARPRO assembles products in accordance with customer supplied designs and is not responsible for any defects with such designs and does not provide any warranties regarding such designs.
- 4.2 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. PARPRO EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, any implied warranties of merchantability, noninfringement or fitness for a particular purpose.
- 4.3 Unless otherwise specified by PARPRO, any assembly that meets all accepted test criteria provided by the customer shall be identified as a completely functional assembly. All subsequent test(s) performed at the customer, or their representatives, direction will be at customer's discretion and not covered under PARPRO warranty.
- 4.4 Non-standard rework that requires modification of externally provided component(s) is performed to the best of PARPRO's ability. PARPRO does not accept any liability for such rework that fail subsequent test or field application due to potential damage incurred during the course of the rework.

## 5. RMA POLICY

- 5.1 All products may be subject to return for inspection, prior to the claim being processed. PARPRO products may not be returned without prior written approval from PARPRO's Program Managers or Technical Service Team.
- 5.2 Customer Return Instructions: Customer will need to notify PARPRO Program Managers for a RMA number. The RMA number must be clearly marked on all packages and a copy of the RMA must

accompany the shipment. It is solely the responsibility of the returnee to package all parts so that they are not lost or damaged during the return shipping.

- 5.3 Shipping RMA: Please ship returns to PARPRO Technologies, Inc. at 2700 South Fairview St. Santa Ana, CA 92704 by ground shipping. Shipping charges for any non-warranty return must be paid by the customer. Use of PARPRO freight account maybe authorized by our Program Manager. If you are using our freight account to ship back the item, please do not include insurance coverage. Our warranty already covers the insurance to ship the item(s) back.

**6. LIMITATION OF LIABILITY**

- 6.1 PARPRO’s maximum liability is limited to replacement costs of the units supplied by PARPRO.
- 6.2 IN NO EVENT WILL PARPRO BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON OR RESULTING FROM BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER PARPRO HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7. MISCELLANEOUS**

- 7.1 Any dispute, controversy, or claim arising out of or relating to services or products provided by PARPRO or the business relationship and obligations resulting there from shall be referred to and finally settled by binding arbitration before JAMS. Any such arbitration will be governed by the substantive laws of the State of California and will be held in Orange County, California.
- 7.2 The prevailing party in any such arbitration shall be entitled to recover its costs, including its reasonable attorney’s fees and expert fees, for the arbitration proceedings, as well as for any ancillary proceedings.
- 7.3 All purchases are subject to all the terms and conditions set forth above, unless otherwise agree by both parties in a written agreement signed by an officer, director or managing agent for both parties.

I have read and accept these Standard Terms and Conditions.

Date \_\_\_\_\_

Company \_\_\_\_\_

By \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Title \_\_\_\_\_