

Terms and Conditions:
(Document Number QT05003-030 Rev.A)

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All orders placed with Quality Thermistor, Inc. are specifically subject to all the terms and conditions detailed below. No change, alteration, deletion or modification of any of these terms and conditions is permitted. No employee of Quality Thermistor is authorized to remove, except, modify or vary these terms and conditions, including all representations and warranties.

Quality Thermistor, Inc. may offer technical assistance or suggest alternative parts based on information available at that time. Such suggestions, however, do not constitute warranties that alternative products or technical assistance will be correct for the Customer's intended application. The Customer shall be solely responsible for any and all use of Quality Thermistor's components in Customer's application and shall not rely upon the suggestions or representations of Quality Thermistor for any purpose whatsoever.

Life Support Applications:

Quality Thermistor's products are not designed for use in life support appliances or devices or systems where malfunction of products can result in personal injury or death. Any Quality Thermistor customers who disregard this statement shall fully indemnify Quality Thermistor for any and all damages resulting from such improper use or sale, including but not limited to any award of damages made against Quality Thermistor and costs of defense including attorney fees.

Pricing:

Please contact Quality Thermistor, Inc. directly for pricing and delivery information. Prices are subject to change without notice and quantities may be limited. All orders are subject to current pricing at time of acceptance by Quality Thermistor. All quotes are quoted in United States Dollars (USD). The only currency accepted for orders by Quality Thermistor is USD.

Minimum Order:

Quality Thermistor's minimum order value for thermistor components is \$500 USD or 10 pieces whichever is greater in price.

Delivery:

The customer will pay all Shipping or freight charges and insurance. All items are shipped F.O.B. Boise, Idaho unless other arrangements have been specified by the purchase order. Quality Thermistor's warehouse is open and staffed Monday through Friday 8:00am to 5:00pm Mountain Time (subject to holidays). Orders are shipped only on these business days. Orders and correspondence received on Saturday and Sunday will be addressed/shipped on the following Monday and included in that day's business.

Payment Terms:

Standard payment terms are C.O.D. or payment in advance of shipment. Quality Thermistor, Inc offers only net 30 days for established customer credit accounts. To request net 30 payment terms please contact a Quality Thermistor sales representative.

Blanket Orders:

Established credit customers may enter into a "Blanket Order" agreement. Within the Blanket Order agreement, the following conditions apply:

- A Blanket Order is an agreement to purchase a specified number of products over a designated period of time. Pricing may be based upon the total quantity ordered. Once the Blanket Order is placed it cannot be canceled (see below). All products shipped under a blanket order are non-returnable.
- Order must be completed within 12 months of original order date
- Schedule expedites are allowed pending date agreement by Quality Thermistor
- Individual release dates are not extendable within 30 days of original schedule
- No reduction in Blanket Order quantity or Purchase Order value is allowed.
- Pricing is firm for the term of the Blanket Order regardless of increases in quantity.
- Payment terms are net 30 from date of invoice.
- Quality Thermistor accepts Visa and MasterCard for advance payment.

Should any Customer attempt to cancel or terminate a Blanket Order, Quality Thermistor will have the option of either:

(a) Invoicing Customer to recover any discount given based upon the original quantity of the Blanket Order. Such invoice shall be immediately due and payable; or

(b) Treat such attempted cancellation or termination as a breach of the contract and pursue all remedies available, including legal action, to recover all damages incurred as the result of the breach of the contract.

Sales Tax:

Quality Thermistor does not collect or remit sales tax. Any sales taxes due are the responsibility of the customer.

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Return Policy:

Quality Thermistor has a No Cancellation, No Return (NCNR) policy for all accepted orders. Quality Thermistor must be notified, in writing, of any and all claims that products delivered are defective. Failure to notify Quality Thermistor within 60 days of receipt of products will be deemed an acceptance of such products.

International Orders:

Quality Thermistor accepts international orders. All orders of international origin are exported from the US in accordance with the Export Administration Regulations. Diversion contrary to US law is prohibited. All duties and taxes will be the responsibility of the customer.

Product Liability:

Quality Thermistor's only obligation for products proven to be defective will be for replacement of defective products only. Quality Thermistor gives no warranty; either expressed or implied, and specifically disclaims all other warranties, including warranties for merchantability and fitness for a particular purpose. By ordering products from Quality Thermistor, Customer warrants and represents that it has or will conduct all necessary testing and investigation to ensure that all Quality Thermistor parts function in the manner required and as designed by Customer. In no event shall Quality Thermistor's liability exceed the Customer's purchase price, nor shall Quality Thermistor be liable for any indirect or consequential damages. Quality Thermistor shall not be required to replace any products determined by Quality Thermistor to have been subject to misuse (including static discharge), neglect, accident or modification, or which have been soldered or altered during assembly and are not capable of being tested.

Infringement Disclaimer:

Quality Thermistor, Inc. (i) expressly disclaims any and all warranties against third party claims for infringement or the like, and (ii) shall have no obligation of any kind to the buyer for claims brought by third parties against the buyer for infringement or the like arising out of or in any way related to product purchased by the buyer from Quality Thermistor. Customer shall indemnify Quality Thermistor against any claims brought by third parties against Quality Thermistor alleging patent, trademark, license or other intellectual property infringement resulting from the use of Quality Thermistor parts in Customer's application.

Freight Damage:

If you receive merchandise that has been damaged in transit, it is important to keep the shipping carton, packing material and parts intact. Please contact a Quality Thermistor Customer Service representative immediately to initiate a claim.

Privacy Policy:

Your privacy is ultimately important to Quality Thermistor, Inc. At no time will Quality Thermistor Inc. make the names, addresses or any other contact information available to anyone other than Quality Thermistor personnel.

Governing Law: Any claims brought as the result of this agreement shall be governed by the laws of the State of Idaho and the property venue for any such action shall be Ada County, Idaho.

Collection and Attorney Fees:

In addition to the amount due under any unpaid invoice, Customer agrees to pay a reasonable attorney fee as part of any collection efforts undertaken by Quality Thermistor. In the event any suit or action is brought arising from the contract, the prevailing party shall be entitled to a reasonable amount of attorney fees in addition to any other damages otherwise awardable.

Merger:

These terms and conditions and the written invoice to which it is attached are intended to be the full, final and singular expression of agreement between the parties. All prior agreements, whether written or oral, are deemed to be merged herein. No agreement between the parties after issuance of the attached invoice shall be binding unless such agreement is in writing and executed by both parties hereto.

Other Terms:

Aside from the terms and conditions herein, and only to the extent consistent herewith, any term or condition necessary for completion of this agreement shall be governed by the Uniform Commercial Code as adopted by Idaho Code § 28-1-101, et seq.

Certifications:

Quality Thermistor's operations from order entry through product shipment are ISO9001: 2000 and AS9100 Certified.