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**TERMS OF ACCEPTANCE**

1. Terms and Conflicting Forms: These Terms of Acceptance of TE Technology, Inc. ("TETECH") together with the terms and provisions set forth in TETECH's Quote, or, alternatively, TETECH's Acknowledgment (collectively hereinafter referred to as "Terms and Conditions"), supersede any contrary provisions presented in any written form or otherwise by the buyer ("Buyer") of the product identified in TETECH's Quote or Acknowledgment and may not be changed in any manner other than by a writing signed by an authorized representative of TETECH. To the extent that TETECH's Quote or Acknowledgment constitutes an acceptance by TETECH of an offer by Buyer, the acceptance is expressly conditioned on Buyer's assent to TETECH's Terms and Conditions which are additional or different to those presented by Buyer. Any additional or different terms in Buyer's Purchase Order, or other forms, are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. To the extent that any portion of TETECH's Quote or Acknowledgment constitutes an offer, acceptance is expressly limited to TETECH's Terms and Conditions. In the absence of Buyer's written acceptance of TETECH's Terms and Conditions, acceptance of delivery of any product covered by the Purchase Order shall constitute acceptance of these terms and conditions.
2. Prices: Prices are exclusive of all Federal, State, Municipal, or other government excise, sales, use, occupational or like taxes, tariffs, custom duties, and importing fees. Prices are consequently subject to increase by the amount of such tax, tariff, duty or fee which TETECH pays or is required to pay or collect upon sale or delivery.
3. Payment: Overdue payment shall be subject to finance charges at a periodic rate (to the extent listed by law) of 1½% per month (18% per year).
4. Cancellation and Rescheduling Charges: In the event the Buyer cancels or reschedules delivery, in whole or in part, of any of the product covered in the Purchase Order, the Buyer agrees to pay to TETECH, in addition to any other available remedies, the following charges:
  - a. Progress Payment: Buyer agrees to pay all charges which have been incurred in conjunction with the canceled or rescheduled items. TETECH shall make the sole determination as to charges incurred on an actual or percent-of-completion basis including labor, materials, purchased items, overhead, profit, vendor cancellation charges, and other related charges; and
  - b. Cancellation or Rescheduling Charge: Buyer agrees to pay a cancellation or rescheduling charge equal to 25% of the Purchase Order price of the items so affected.

Cancellation and rescheduling charges as defined in (a) and (b) above shall be payable within thirty (30) days of receipt of an invoice for such charges. All cancellations and rescheduling must be made in writing to TETECH and shall be effective as of the date of receipt of written notification.

5. Shipment: Unless specific instructions to the contrary are supplied by the Buyer, TETECH shall select the carrier and method of shipment and ship to the address shown on the Purchase Order. TETECH shall not assume any liability in connection with shipment nor constitutes any carrier as its agent. Shipments shall be insured at the Buyer's expense and the Buyer shall be responsible for making all claims with the carrier.
6. Buyer-Supplied Parts: All Buyer-supplied parts must be received a minimum of three (3) weeks before scheduled shipment. If parts are not received three (3) weeks before scheduled shipment date, the Buyer agrees to pay 50% of the invoice amount on the original shipment date and the remaining 50% on the actual shipment date.
7. Buyer-Delayed Shipments: If shipments are delayed by incomplete or unclear engineering specifications from the Buyer, the Buyer agrees to be invoiced for up to 75% of the purchase price as a progress payment for the items so affected.

8. Qualification Testing: Prototypes and all other orders which have not undergone a qualification testing program are quoted on a "best efforts basis". In this case, performance values listed shall be considered as design goals and not as firm specifications.
9. Product Testing: Upon request, TETECH may perform certain product testing for the Buyer. Product testing is incapable of duplicating all factors which a product might be subject to during its operation. Therefore, neither the results of such testing, nor the testing itself, shall be construed as a warranty or guarantee, of any kind, by TETECH. The determination of whether a particular product is suitable or fit for a Buyer's particular purpose must be by the Buyer, and is the Buyer's sole responsibility.
10. Warranty: TETECH warrants the product to be free from defects in material and workmanship. Buyer must notify TETECH in writing claiming defective material within ninety (90) days after delivery. Absence of such notice constitutes a waiver by Buyer of all claims for defect. Product may not be returned to TETECH until Buyer is in receipt of an RMA (return material authorization) from TETECH. Product shall be returned at the Buyer's expense. TETECH will inspect all returned product. If returned product qualifies for return, TETECH will, at its option, either replace the product or credit the Buyer, but TETECH shall not be liable for loss, damage, or expense directly or indirectly arising from the use of the product or from any other cause. If in TETECH's judgment the product does not qualify for return, TETECH reserves the right to reject the Buyer's return and will return the product to the Buyer at Buyer's expense. TETECH's liability shall be expressly limited to the replacement or credit for the value of the defective product. TETECH shall not be liable for any loss or damage resulting from the handling or use of the product shipped, whether in manufacturing process or otherwise. TETECH makes no warranty expressed or implied as to the suitability of any of its products in Buyer's applications.

THESE WARRANTIES ARE BUYER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability. TETECH's sole and exclusive liability to Buyer for any matter arising out of or relating to TETECH's products or the transactions subject to these Terms and Conditions, whether in contract, tort (including negligence), or otherwise, shall be general money damages in the aggregate not in excess of the lesser of Buyer's actual direct damages or the amount actually paid by Buyer to TETECH for the products. IN NO EVENT SHALL TETECH BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND OR AMOUNT, EVEN IF TETECH WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
12. Force Majeure: Deliveries may be suspended or delayed in case of act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain machinery, equipment, fuel, power, raw material, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, governmental action, requests, priority or distribution orders, national defense requirement or other causes beyond the control of TETECH.
13. Confidential Information: All of the information belonging to or supplied by, or on behalf of, TETECH is confidential and/or proprietary and shall be treated as confidential and/or proprietary. Buyer shall not, without prior written consent of TETECH, use or disclose any data, designs, drawings, specifications, know-how or other information belonging to or supplied by, or on behalf of, TETECH. Upon TETECH's request of such data, designs, drawings, specifications, know-how or other information and all copies thereof shall be promptly returned to TETECH.
14. Applicable Law: Any action brought by the Buyer against TETECH shall be governed by and construed in accordance with the laws of the State of Michigan, excluding its conflict of law provisions. TETECH and Buyer expressly agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply and is specifically excluded.
15. Entire Agreement and Assignments: TETECH's Terms and Conditions constitute the entire agreement between TETECH and Buyer with respect to the transactions described on the Quote or Acknowledgment and may not be amended or modified in any manner other than by a written agreement executed by an authorized representative of TETECH. TETECH's Terms and Conditions shall be binding on the respective parties and their successors and assigns, except that Buyer may not assign or transfer any such rights or obligations without TETECH's prior written consent.
16. Agency Approvals and Regulatory Directives: Unless expressly stated in writing by TETECH, products do not include any agency approvals (e.g., UL, CE, etcetera, etc.) or meet any regulatory requirements (e.g., RoHS, NEMA, etc.) even if the product was derived from a standard product with such agency or regulatory approvals.

## **At Your Service.....**

TE Technology recommends that all products be tested under "worst-case" conditions in their actual or simulated application. We want our customers to feel comfortable that the cooling system will meet all of their suitability and reliability requirements. While we cannot tell our customers whether certain products may be suitable or reliable for their specific requirements, we can and do test products and collect data so customers can make informed decisions. TE Technology possesses extensive testing equipment including: temperature-controlled chambers; high humidity enclosures; thermal cycling equipment; temperature measurement equipment; and, thermoelectric testers. TE Technology offers its valuable testing services so that your company does not have to "reinvent the wheel". Further, we can assist our customers in designing customized testing experiments for the products. Just give us a call, and we will be happy to discuss our various testing services and costs.

When designing a thermal control system, we also recommend that independent protection devices, such as over/under-temperature thermostats, electrical fuses, etcetera, or other such protection devices, be utilized to eliminate hazards and potential damage to the coolers, controllers, and associated equipment in case of a malfunction during operation. In addition, some customers choose to use a temperature controller, such as the TC-36-25 RS232 or the TC-48-20, which incorporates alarm circuitry that may further reduce the likelihood of such hazards and potential damage (optional temperature sensors are required). Of course, we at TE Technology are happy to assist our customers in choosing the type of protection devices which may be most effective for their systems. For more information read TE Technology's Thermoelectric Cooling Assembly (TCA) Instruction manual which is available for download on our website, or ask us to send you a copy through the mail. Please note that TE Technology's standard and custom coolers are not equipped with protection devices, unless otherwise specified. If it is not specified, it is the customer's responsibility to provide these protection devices, or to request that protection devices be included. We can and have designed and integrated many of these into our custom products. Simply contact us to discuss your options.

Remember, we are at your service!