Sales Terms and Conditions

All sales and quotations are subject to **Exodus Dynamics'** (hereafter "Seller") standard terms and conditions as stated herein, unless specifically stated otherwise.

Acceptance of Order – Orders received by wire or telephone will be accepted and initially processed pending receipt of confirming purchase order. Receipt of confirming purchase order is required no later than 30 days from initial authorization but prior to order delivery.

Price – U.S.A. prices do not include federal, state, local sales, excise, or use taxes. Such taxes will be added when applicable. The price quoted do not include export or special packing or any compliance testing such as special environmental, vibration, life cycle, extreme temperature tests, etc. unless otherwise specified. Price do not include inspection charges relating to the request of Buyer, unless otherwise specified herein. Verification of performance can be provided via a Certificate of Compliance or by recorded data when requested by the Buyer at the time order is placed.

Terms of Payment – For all domestic transactions, unless otherwise noted, all invoices are due and payable 30 days from date of invoice. Unless credit has already been established, shipment will be made C.O.D. Each shipment shall be considered a separate and independent transaction and therefore payments shall be made accordingly. International shipments are prepaid, via wire transfer only.
No discounts are authorized.

If shipments are delayed by the Buyer, payments shall become due on the date when the Seller is prepared to make the shipment. If the work covered by the purchase order is delayed by the Buyer, payment shall be made based on the purchase price and the percentage of completion. Products held for the Buyer shall be at the risk and expense of the Buyer. The Seller reserves the right to ship to its order and make collection by sight draft with the bill of lading attached.

F.O.B. Point – Unless otherwise specified, all sales are considered to be made F.O.B. origin and title passes to the Buyer upon delivery to carrier. Damage in shipment should be handled by the Buyer directly with the carrier. All shipments will normally be made by Parcel Post, UPS, Air Express or Air Freight. Unless otherwise specified by the Buyer, the Seller will exercises its own discretion as to method of shipment.

Products are subject to U.S. Export regulations. Should the hardware herein be for export, the Buyer is required to comply with the regulations put forth by the U.S. Department of State and U.S. Department of Commerce. Seller will transfer all goods in accordance with the regulations of the National Industrial Security Program Operating Manual (NISPOM).

Change Orders and Cancellation – Change orders are considered to be in effect after both the Buyer and Seller have reached a mutual agreement as to the effect of the change on the price, delivery, or other condition of the order.

Cancellation of any accepted order can be made with the Seller's written consent thereto and upon such terms as will satisfy all costs incurred by the Seller and its proportionate profit on work completed. The Seller will attempt to stop work progress on any cancellation promptly.

Law and Severability – It is expressly agreed that the validity, performance and construction of this agreement shall be governed by the laws of the State of California, whose courts shall have exclusive jurisdiction and venue over any matter arising out of this agreement or the relations of the parties herein. If any provision of this contract shall be declared void, the validity of any other provision and the entire contract shall not be affected thereby. Buyer agrees to pay any and all collection costs and attorney's fees after 60 days of overdue full payment.

Limitation of Liability – The extent of Seller's liability for damages of any nature to Buyer or any other entity whether in contract, tort (including negligence and strict liability), or otherwise shall in no case exceed the price allocable to Service, Equipment, or part thereof that gives rise to the claim. In no event will Seller be liable for any loss of production, loss of profits, loss of use, business interruption, cost of cover, or for any special, indirect, incidental, consequential, or contingent damages howsoever caused including any such damages caused in connection with, arising out of, or resulting from the provision of the Services or from the design, manufacture, sale, delivery, resale, inspection, repair, maintenance, operation, or use of any Equipment or parts thereof, even if Seller has been advised of the possibility of such damages. Any liability for direct or indirect damage or loss, such as, but not limited to, loss of profits and any claims by third parties that may arise from non-performance by Buyer of its contractual obligations or from use or cessation of us of products or components supplied by Seller, is expressly excluded.

Warranty – Seller warrants products of its manufacture to be free from defects in material and workmanship under conditions of normal use. Seller at its option and expense will replace or repair any defective or faulty product which results directly from defects in material or workmanship provided, however, that Seller first be given notice of such defects and shall have authorized the return. Items claimed defective must be returned to Seller and all transportation charges prepaid. The existence of a defect or fault shall be determined by Seller and its determination shall be conclusive. This warranty is limited to a period of one year after delivery to the original Buyer. Removal of product label voids the warranty.

This warranty does not apply to products that have been disassembled, modified, physically or electrically damaged, or subjected to condition exceeding the applicable specifications or ratings. A fee will be charged to the Buyer to cover testing and processing costs for units returned and subsequently found to have no defects or to be faulty for reasons which are not the Seller's responsibility. This warranty is the extent of the obligation or liability assumed by Seller with respect to its products and no other warranty or guarantee is either expressed or implied. In no event does Seller assume liability for installation or consequential damages.

_____ _____
Signature Date

_____
Name (printed)

_____
Title & Company