

Terms and Conditions of Sale

All orders for PRODUCTS OR SERVICES of Winchester Interconnect Micro, formerly known as Ulti-Mate Connector, shall be subject to these Terms and Conditions of Sale. No modified or other conditions for these products or services will be recognized by unless specifically agreed to in writing by an Executive Officer of Winchester Interconnect Micro. Failure of Winchester Interconnect Micro to object to provisions contained in any order or other communication from a purchaser shall not be construed as a waiver of these conditions nor an acceptance of any such provision

PRICES

Prices are subject to CHANGE WITHOUT NOTICE. All quotations expire 60 calendar days from the date issued and can be terminated by notice within that period. Prices shown in Winchester Interconnect Micro publications are not a definite quotation or offer to sell. These publications are maintained as a source of general information and prices shown therein are subject to specific confirmation. If normal processing of an order is held up by instructions of the purchaser, the order will be subject to the same price as new orders entered on the date instructions are received to proceed with the order. An addition to a previously entered order will be accepted only at prices and discount schedules in effect the date the addition is made.

ORDERS

All orders are subject to final acceptance by Winchester Interconnect Micro, and Winchester Interconnect Micro reserves the right to accept or to reject any order in whole or in part. Winchester Interconnect Micro reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery if Buyer fails to comply with any of its obligations to Winchester Interconnect Micro or if Winchester Interconnect Micro's performance is delayed by any act or omission by Buyer. Upon cancellation of any order by Buyer, or by Winchester for cause as described herein, Buyer shall indemnify Winchester Interconnect Micro against all losses, including labor and material costs, overhead, lost profit, and attorney's fees and costs arising out of the order and its cancellation.

FIRST ARTICLE SUBMISSIONS

First article and submittal of components Certification of Compliances (CFC) can be made on a condition of request and will required a fee.

Fee amount will be provided at time of quotation or during the Purchase Order placement once confirmed by the customer.

ERRORS

All clerical errors are subject to corrections.

PENALTIES AND DELAYS

No penalty clause of any kind in any specification or order will be effective unless specifically approved in writing by an Executive Officer of Winchester Interconnect Micro. Winchester Interconnect Micro shall not be liable for any damages caused by delays beyond reasonable control of Winchester Interconnect Micro, including without limitation, fire, strike, act of the purchaser, restrictions by civil or military authority, act of God, transportation failures, or inability to obtain labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period of time equal to the time lost by reason of delay.

CANCELLATION AND ALTERATION

Orders placed with and accepted by Winchester Interconnect Micro are Non-Cancelable and Non-Returnable. Winchester Interconnect Micro requires 90 days minimum notice to alter scheduled deliveries. If Winchester Interconnect Micro were to negotiate and accept an order cancellation the requirement will be subject to charges based upon expenses already incurred and commitments made by Winchester Interconnect Micro. Materials fabricated or processed to customer specification may be done as one lot to effect prices shown. Labor may be expended as one lot but may also be per delivery, thereby possibly necessitating a set-up charge for each delivery date.

TERMS OF PAYMENT

The terms of payment to purchasers of satisfactory credit are net thirty (30) days, Winchester Interconnect Micro reserves the right to require full or partial payment in advance if, in its opinion, the financial condition of the purchaser at any time does not justify continuance of production, or shipment, on the terms of payment specified. Materials held for the purchaser shall be at the risk and expense of the purchaser and payment shall become due from the date on which Winchester Interconnect Micro is prepared to make shipment.

MINIMUM BILLING

Orders amounting to less than \$500 net will be billed at \$500.

SHIPMENTS

All shipments are made F.O.B. Orange, California (unless otherwise specified), and normal boxing and packing for domestic shipment are included in the quoted price. When special domestic or export packing is specified involving greater expense than the customarily supplied, a charge may be made to cover such extra expense. Purchasers must state clearly desired method of shipment. Unless otherwise specified, Winchester Interconnect Micro normally will use the best, least expensive surface transportation.

PARTIAL SHIPMENTS

All shipments by Winchester Interconnect Micro may be within 2% over or under the exact quantity ordered by Buyer. The price of the order will be adjusted by the unit amount for such underage or overage, if any. Winchester Interconnect Micro reserves the right to make delivery in installments. Delay in delivery of any installment will not relieve Buyer of its obligation to accept remaining deliveries

DAMAGE AND LOSS

Winchester Interconnect Micro takes great care in packing materials for shipment. Winchester Interconnect Micro cannot be held responsible for breakage after having received “in good order” receipts from the carrier. All claims for loss and damage must be made by the purchaser to the carrier, but Winchester Interconnect Micro will assist insofar as practical in securing satisfactory adjustment of such claims. Claims for shortages or incorrect materials must be made in writing within thirty (30) days after receipt of the shipments by the purchaser and failure to give Winchester Interconnect Micro such written notice within that thirty (30) day period shall be an unqualified acceptance of materials and waiver by the purchaser of all such claims. Materials damaged or lost in the course of a shipment by an untraceable carrier specified by purchaser will be replaced by Winchester Interconnect Micro at purchaser’s cost upon receipt of a new purchase order for such replacement materials.

RETURNING MATERIALS

IN NO CASE IS MATERIAL TO BE RETURNED WITHOUT FIRST OBTAINING WINCHESTER INTERCONNECT MICRO’S PERMISSION AND A RETURNED MATERIAL AUTHORIZATION. All returned materials must be packed properly to reach Winchester Interconnect Micro without damage and are subject to final inspection at Winchester Interconnect Micro. Defective materials found to be Winchester Interconnect Micro’s fault will be credited, including all transportation charges. Returns for which Winchester Interconnect Micro is not responsible are subject to charges to customer for rework, repair or replacement, as required. Items sold by Winchester Interconnect Micro are warranted only as stated below. Subject to the exceptions and upon the conditions specified below. Winchester Interconnect Micro agrees to correct, either by repair, or at its election, by replacement, any defect of material or workmanship which develops within one year after delivery to the original purchaser by Winchester Interconnect Micro or by an authorized representative, provided that investigation and factory inspection by Winchester Interconnect Micro discloses that such defect developed under normal and proper use.

WARRANTY

Winchester Interconnect Micro warrants all products for a period of one year against any defects in material or workmanship. The conditions of this warranty are as follows:

- a. Winchester Interconnect Micro shall be released from all obligations under its warranty in the event repairs or modifications are made by persons other than its own service personnel unless such repairs by others are made with the written consent of Winchester Interconnect Micro.
- b. Except as stated above, Winchester Interconnect Micro makes no warranty, express or implied (either in fact or by operation of law), statutory or otherwise and except to the extent stated above, Winchester Interconnect Micro shall have no liability under any warranty, express or implied (either in fact or by operation of law), statutory or otherwise.
- c. Winchester Interconnect Micro expressly disclaims any liability to its customers, representatives, and to users of its products, and to any other person or persons for special or consequential damages of any kind and from any cause whatsoever arising out of or in any way connected with the manufacture, sale, repair, replacement of, or arising out of or in any way connected with the use of any of its products.
- d. Representations and warranties made by any person, including representatives of Winchester Interconnect Micro, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Winchester Interconnect Micro as set forth above), shall not be binding upon Winchester Interconnect Micro unless provided in writing and approved by an officer of Winchester Interconnect Micro.
- e. This warranty shall be governed by the laws of the State of California.

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TAXES

Any manufacturer's tax, use tax, sales tax, or tax or duty of any nature whatsoever, which may be assessed against an order, shall be added to the price quoted or invoiced and shall be paid by the purchaser, and in the event Winchester Interconnect Micro is required to pay any such tax or duty, the purchaser shall reimburse Winchester Interconnect Micro; or, in lieu of such payment, shall provide Winchester Interconnect Micro at the time the order is submitted with exemption certificate or other document acceptable to taxing or customs authorities.