Sales Terms and Conditions

As a result of placing an order with TnM, CUSTOMER is deemed to have accepted TnM's Sales Terms and Conditions described below for products, materials, and services.

1. PAYMENT:

   Payment in full of the purchase price shall be made in US currency within 30 days of the date of invoice unless otherwise agreed upon prior to acceptance of Order. If CUSTOMER is delinquent in its payment obligations, SELLER may petition immediate payment and at SELLER's option (i) suspend all further deliveries to be made under the purchase order: (ii) request return of products under purchase order including a 25% return fee; (iii) charge 2% interest per month on payment due.

2. CANCELLATION:

   SELLER at its option and in addition to its other remedies may without liability cancel this Order or refuse shipment, if Customer is in default in any payments or other performance due SELLER under this Order or any other Order or agreement. CUSTOMER may cancel any unfilled portion of an Order only upon written consent of SELLER and payment of the full price of parts shipped, and for that portion of the Order that SELLER has substantially completed at time of cancellation plus reasonable cancellation charges which shall include all costs incurred in connection with the canceled portion of the Order.

3. DELIVERY AND TITLE:

   CUSTOMER is responsible for all shipping charges. Title and risk of damage or loss of Product passes to the CUSTOMER on delivery of the Product(s) to the carrier at the shipping point. At the discretion of the CUSTOMER, CUSTOMER may obtain at its sole cost "all risk" insurance to cover full value of the product.

4. REJECTION OF ORDER:

   CUSTOMER shall have (14) days from delivery of Product at the Delivery Point to notify the SELLER of rejection of the Product for non-conformity with the Order. Products shall not be returned to SELLER without prior written authorization. SELLER shall be given ample opportunity to determine the rejection cause and remedy.

5. WARRANTY:

   SELLER warrants the Product manufactured by the SELLER for a period of nine (9) months (Warranty Period) from the date delivered to the Delivery Point to conform to SELLERS specifications for Product at the time of issuance of the Order or to customer specifications agreed upon on the Order. Defects discovered within the Warranty period must be reported in writing to the SELLER immediately upon discovery. The Warranty shall cease to be effective if the CUSTOMER (i) fails to operate and use the Product in a safe and reasonable manner in accordance with SELLERS specifications or if applicable, industry standards such as soldering, wire bonding or other attachment methods; (ii) subjects the Product to altercation, tampering or modification. Warranties are non-transferable and are applicable only to the original CUSTOMER.

6. LIMITATION OF LIABILITY & INDEMNIFICATION:

   CUSTOMER shall indemnify, defend, protect, and hold harmless the SELLER and its officers, directors, shareholders, employees, independent contractors, agents, representatives, attorneys, and successors against: (i) failure to deliver, for delay in delivery, or for any losses or damage to CUSTOMER, or to the Product/Services due to delays in the delivery of Order; (ii) any claims arising out of patents, designs, trade secrets, copyrights, or trade names with respect to Products delivered, including any costs, expenses, loss, attorneys' fees, settlement payments, or damages; (iii) any special, collateral, indirect, punitive, incidental, consequential, or exemplary damages in connection with or arising out of this Order or the use of the product/services provided hereunder. Excluded damages include, but are not limited to, cost of removal or reinstallation, ancillary costs to the procurement of substitute product or services, retesting, labor costs, loss of goodwill, loss of profits, loss of savings, loss of use, or business interruption; (iv) any, and all direct, indirect, and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from CUSTOMER's breach of Clause 7 EXPORT.

7. EXPORT

   CUSTOMER acknowledges and agrees that the destination of the Products sold hereunder is in the United States, unless otherwise stated in writing. Customer shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to transfer, export any of the Products to any person without complying with applicable export and economic sanctions laws and regulations of the United States.

   CUSTOMER agrees to notify SELLER immediately if CUSTOMER or the end-user (if not the CUSTOMER and known) is specifically or otherwise effectively listed on any relevant government restricted or prohibited parties lists, including the Denied Persons List, Entity List, Sectoral Sanctions Identifications List, or Specially Designated Nationals List.

8. SEVERABILITY:

   In the event any portion of this Agreement is declared null and void by statute or ruling of a US court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

9. PROPRIETARY INFORMATION:

   The quotation for this Order contains proprietary information for the SELLER. No part may be reproduced or transmitted in any form without prior written permission from the SELLER.

10. SECURITY INTEREST

    Until the goods are fully paid for by CUSTOMER, CUSTOMER hereby grants Seller a purchase money security interest in goods sold to Customer.

11. INSPECTION:

    The Customer has the right to request onsite inspection of this Order given that the request is made at the time of quotation and subsequently added to the Order including a source inspection fee.