



1. TERMS OF SALES

The prices quoted or provided via invoice represent the cost of the goods at the quantity specified. The entity purchasing the goods ("Customer") may be charged additional fees for transportation, taxes, licenses, special packaging and markings, tariff or insurance, unless otherwise agreed upon by **VSE LLC DBA Valley Services Electronics** ("Seller"). All goods are shipped F.O.B. origin. Customer acquires risk of loss when goods are deposited with the common carrier, or when customer first takes possession of goods, whichever is earlier.

2. PAYMENT

Customer purchasing goods for resale must submit a Resale Certificate to Seller to avoid the application of sales tax, as applicable for (customer) Customer location(s): (b) All sales are subject to **Seller's approval of amount and term of credit**. Payments are due within thirty (30) calendar days of invoice date unless otherwise agreed upon in writing. Seller reserves the right to require advanced payment or C.O.D. Accounts past due may be charged a 1.5% late fee (or the maximum rate allowable by law, whichever is higher) each month. The seller is entitled to recover fees incurred during the collection of accounts in arrears, including the cost of collections and reasonable attorney fees.

3. RETURN POLICY

Unless agreed upon in writing, all products manufactured and tested by VSE carry a 1-year warranty from the date of manufacture. Products that do not have a final test carry a 6-month "workmanship only" warranty period. All returns require an RMA number from VSE before processing the return. Each tested product failing to function properly within the warranty period due to material, workmanship, or nonconformance to the specification, will be repaired or replaced and shipped back to at VSE's expense. Customer is responsible for the costs associated with returning to Seller any goods. For all returns, the customer is responsible for issuing a \$0 purchase order which may need to be modified if it is discovered that the failure is not in warranty. Any product modified or altered from its original condition is considered outside of the warranty period and the evaluation and fixing of the product will be quoted or returned at the customer's expense.

4. CANCELLATION

Customer may not cancel or reschedule a shipment unless otherwise agreed to by Seller.

5. EXCUSABLE DELAY

Seller shall not be liable for delay or failure to perform if such delay or failure is due to causes or events beyond Seller's control, even if foreseeable by either party, including without limitation suppliers' delay, force majeure, act of God, labor disturbance or strike, war, fire, explosion, earthquake, accident, adverse weather, inability to secure transportation, governmental act or regulation, Seller's inability to obtain materials, shortage of materials or any other causes or events beyond Seller's control. Consequently, the Ship Date shall be extended for a period equal to the delay. Without liability to Customer, Seller reserves the right to

(i) allocate among customer or potential customer, or (ii) defer or delay the shipment of, goods that are in short supply.

6. LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER EXPRESSLY WAIVES ANY WARRANTY'S OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, COURSE OF DEALINGS, USAGE OF TRADE, AND EVERY OTHER WARRANTY NOT STATED HEREIN, INCLUDING ANY WARRANTY THAT MIGHT EXIST UNDER NATIONAL, STATE, OR LOCAL LAW, TO THE EXTENT THAT SUCH WAIVER IS PERMITTED BY LAW. SELLER SHALL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR RELIANCE DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. SELLERS TOTAL LIABILITY AND CUSTOMERS SOLE REMEDY UNDER THIS AGREEMENT ARE LIMITED TO REPAIR, REFUND, RETURN FOR CREDIT, OR EXCHANGE OF PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS. SELLER'S PRODUCTS ARE NOT AUTHORIZED TO BE USED, AND SHOULD NOT BE USED AS COMPONENTS IN LIFE SUPPORT EQUIPMENT, OR IN SITUATIONS WHERE A FAILURE OF SELLERS PRODUCT WOULD CREATE DANGEROUS OR UNSAFE CONDITIONS. CUSTOMER USES OR SELLS GOODS FOR USE IN CRITICAL ENVIRONMENTS AT ITS OWN RISK, AND AGREES TO INDEMNIFY SELLER FOR ANY LOSSES INCURRED BECAUSE OF SUCH USE.

7. GENERAL PROVISIONS

This agreement constitutes the entire understanding between Customer and Seller, and supersedes any prior agreements, understanding, representations or communications made by Seller. If a valid pre-existing, written contract governing the sale of goods between Customer and Seller exists, it shall be read with this Agreement, and in the event they cannot be reconciled, this Agreement shall supersede. This Agreement may not be modified, supplemented or interpreted by any previous course of dealings not established herein.

(a) Choice of Law. This Agreement shall be interpreted under the laws and jurisdiction of the State of Nevada, USA.

(b) Severability. If any terms of this Agreement are found to be illegal, or unenforceable, those terms shall be removed, and the Agreement shall be read and interpreted to give the best effect to the party's intentions at the time of entering into the Agreement.

(c) Customer will not remove, replace, replicate or alter a products serial number or barcode in an attempt to mislead Sellers assessment of the



product for warranty or return purposes. Any attempt to do so is a breach of warranty, breach of contract and fraud, and may be litigated to recover damages.