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Terms and Conditions of Sale

1. All orders are non-cancelable non-returnable other than non-conforming material.
2. Buyer shall be responsible for designating and identifying on its Purchase Order, by way of compliant part number, date code, or other such markings, those Goods that are to comply with the European Union's Directive 2002/95/EC, Restriction on Use of Hazardous Substances ("RoHS") or other environmental law and regulation.
3. The terms and conditions apply to all orders accepted by Forza Electronics, Inc. ('Seller') and shall be applicable to all Goods and Services delivered to Buyer. All orders must be approved and accepted by Seller. Once accepted by Seller, the Buyer's order may not be cancelled or re-scheduled.
4. Seller hereby retains a security interest in all Goods delivered hereunder, together with the proceeds from the sale or other disposition thereof, until Buyer has made payment in full for such Goods and related charges. Buyer shall, upon request of Seller, execute all documents and financing statements necessary to perfect such security interest.
5. It is the responsibility of Buyer, or carrier acting as Buyer's agent, to obtain all necessary export and import licenses. Claims against Seller for shortages must be made within five (5) days after arrival of shipment.
6. Buyer shall inspect all Goods promptly upon receipt and may reject any Goods that are damaged, defective, or fail in any material way to meet manufacturer's specifications. To reject any Goods, buyer must notify Seller in writing of its rejection within (7) days for damaged goods and thirty-five (35) days for undamaged Goods that fail to meet manufacturer's specifications following Buyer's receipt of the Goods and request a Return Material Authorization number. Unless Buyer notifies Seller in writing of Buyer's rejection and the reason therefore, the Goods shall be conclusively presumed to be accepted. Within ten (10) days after receipt of the RMA number, Buyer shall return to Forza the rejected Goods, freight prepaid, with the RMA number displayed on the outside of the carton.
7. If the product shipped by Forza fails to conform to this agreement Forza will replace such Goods, refund the purchase price, or credit Buyer's account, provided that a) Seller is notified in writing within the time period set out above, with a detailed explanation of any alleged deficiencies, b) such Goods are returned to Seller's facility, and c) Seller's examination of such Goods shall disclose to Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, damage in transit, mishandling, improper installation, repair or improper testing.
8. Buyer acknowledges that Seller is acting solely as a 3rd party distributor of the Goods purchased by Buyer and that the licensor or the manufacturer of the Goods shall be solely responsible to Buyer and the 3rd parties for all liability, claims, damages, obligations and costs and expenses related to the Goods distributed by Seller. Buyer agrees to look solely to the manufacturer for compliance with the manufacturer's warranty. In no event shall Seller be liable for incidental, consequential, general, exemplary or special damages whether based on contract, representation, warranty or tort, arising out of related to purchase, installation, use or performance of the Goods.
9. These terms and conditions shall be governed by and construed under the laws of the State of California, excluding its conflict of laws provisions. The federal and state courts within

California and the County of Orange shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. No waiver of any breach hereof shall be held to be a waiver of any other of subsequent breach. No modification or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. The prevailing party in any legal action or arbitration brought to enforce this Agreement or any of its terms and conditions shall be entitled to reasonable attorney's fees and court costs, fees and expenses. A service charge of 1.5% per month (annual rate of 18%) shall apply to all amounts past due.