



## Terms and Conditions of Sale

**Acceptance of Orders:** These Terms and Conditions are part of the Hisonic, Inc. quotation and order acknowledgement, and together constitute a binding mutual agreement between the purchaser and Hisonic, Inc unless otherwise agreed in writing. All Terms shall be construed and governed by the laws of the State of Kansas.

**Quotations:** Price quotations are valid for ninety (90) days from the date of quotation unless otherwise agreed. All orders shall be at prices set forth in price quotations that are in effect at the time of placement of the purchase order. All prices are FOB shipping point unless agreed otherwise.

**Cancellations:** Orders shall only be canceled subject to mutual consent and on terms which indemnify Hisonic, Inc. against any loss.

**Taxes:** Prices are exclusive of any tax or other charges that Hisonic may be required to collect or pay upon the sale of items quoted. All purchase orders must note the existence and amount of any such charges that are the responsibility of Hisonic, Inc. to collect, or indicate they are exempt by certificate.

**Payment:** Net 30 days from the date of invoice. Terms are subject to credit approval at the time of acceptance of purchase order. Hisonic reserves the right to demand full or partial payment in advance if the financial condition of the buyer does not justify the terms of payment. Orders from new customers may be on a COD basis at Hisonic's discretion.

**Risk of Loss:** Risk of loss or damage shall pass to the Purchaser upon delivery of goods to the carrier at the F.O.B. shipping point. The responsibility for claims for in-transit damages and non-receipt of goods is transferred to the buyer at the F.O.B. shipping point. Claims for damages should be made to the applicable carrier. Claims for shortages must be made to the carrier or to Hisonic, Inc not later than five (5) days after receipt of shipment.

**Title:** The right of possession of the items sold shall remain with Hisonic, Inc. until all payments are made as agreed. No assignment of these items shall be made in any form until all payments are made.

**Returns:** Any item returned to Hisonic must have a Return Material Authorization (RMA) number. Contact Hisonic to obtain a RMA number.

**Warranty:** All items are warranted to be free from defects in material and workmanship for a period of one year from the date of manufacture, which is measured by the product date code. During the warranty period, parts determined to be defective by Hisonic shall be at Hisonic's discretion repaired or replaced free of charge. No warranty is implied with respect to damages arising from improper usage or handling.

**Shipment dates:** The promised ship date is dependent on lead times for raw materials and current production workload, and is subject to confirmation at time of acknowledgement of purchase order. Hisonic is not responsible for any loss or damage caused by any delay in shipping date.

Unless specifically agreed in writing, exact time of delivery is not a condition of sale; therefore cancellation, returns or penalties cannot be considered for that reason. Hisonic reserves the right to make partial shipments unless instructed otherwise. Any special packaging and/or handling charges that may be required shall be added to the Purchaser's account.

**Fair Labor Act:** Hisonic, Inc. represents that in the performance of the services stated herein, it has fully complied with all of the applicable provisions of the Fair Labor Standards Act as amended, and with all applicable regulations and orders of the United States Department of Labor.

**Partial Validity:** If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable such provision shall be enforced to fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**No Waiver:** Failure or delay of Hisonic, Inc. to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor any single or partial exercise of a right or power preclude any other future exercise thereof.

**Headings:** The headings or captions used in this document are for references purposes only and shall have no effect upon the construction or interpretation of any provisions herein.

**General:** These terms and conditions, as published on the Hisonic, Inc web site, [www.hisonic.com](http://www.hisonic.com) at the time of sale, are the official terms and conditions of sale between Hisonic, Inc. and the Purchaser and may be amended from time to time without notice at Hisonic's sole discretion.