



9856 Sixth Street, Rancho Cucamonga, CA. 91730

Te: 909-980-1310

Fax: 909-980-1419

*A Brighter Solution*

**TERMS OF SALE:**

Your purchase of goods from Amp Display Inc., California corporation, will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Amp Display Inc. Amp Display Inc. sales invoice, these Terms, your design and specifications for the goods, and any other written agreement executed by both you and Amp Display Inc. concerning the subject matter (collectively, the "Order") constitutes the entire agreement between you and Amp Display Inc., unless modified in writing and signed by both you and Amp Display Inc.

2. Design; Assumption of Risk. You are solely responsible for the design and specifications for the goods purchased under the Order. You must ensure that the final design of and specifications for the goods purchased under this Order will be suitable for your needs and meet your requirements. Amp Display Inc. assumes no liability for designs and specifications agreed upon, reviewed or provided by you. Amp Display Inc. may recommend modifications to your proposed design to (a) improve the ability to manufacture your goods; (b) reduce cost; (c) meet lead times, or any combination of the foregoing. You are solely responsible for reviewing and approving all such modifications.

3. Payment. Amp Display Inc. will invoice you for the goods ordered and for any services rendered under this Order. You must pay Amp Display Inc. all undisputed amounts specified in an invoice no later than 30 days from the date of Amp Display Inc. invoice. All payments must be made in U.S. dollars. Amp Display Inc. reserves the right to require alternative payment terms, including, without limitation, site draft or payment in advance. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Amp Display Inc. for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.

4. Security Interest. Amp Display Inc. retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may be reasonably requested in order to protect Amp Display Inc.'s security interest in the goods, including the filing of financing statements Amp Display Inc. may deem necessary to perfect its security interest.

5. Taxes. In addition to the purchase price of all goods and services provided under the Order, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Amp Display Inc with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Amp Display Inc. will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Amp Display Inc., all shipments will be F.O.B. (free on board) Amp Display Inc.'s warehouse facility in Rancho Cucamonga, California, U.S.A.

7. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

8. Force Majeure. Amp Display Inc. will not be liable to you for any loss, damage, delay, or failure of delivery resulting from unforeseen causes that are beyond Amp Display Inc.'s reasonable control. Amp Display Inc. WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES FROM ANY DELAY WHATSOEVER.

9. Acceptance: Claims for Shortage or Error.

a) Amp Display Inc. is not responsible for goods lost or damaged in transit. Buyer is solely responsible for filing claims against the carrier for any loss or damage. Amp Display Inc. will provide Buyer with reasonable assistance in filing a claim.

b) Amp Display Inc. and Buyer define Acceptance and Approval of the purchased goods as the earlier of 1) Buyer's formal acceptance of the purchased goods or 2) 60 days after receipt of the purchased

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goods.

c) Amp Display Inc. will not accept and claims for defects or other errors if made after Buyer's Acceptance and Approval.

d) If prior to Buyer's Acceptance and Approval, Buyer discovers some or all of the goods do not conform to the express warranty set forth in section 10, the alleged nonconforming goods may, at Holland's sole discretion, be returned to Holland for replacement or a refund of the purchase price.

e) If prior to Buyer's Acceptance and Approval, Buyer discovers Buyer received an incorrect quantity that was not the fault of the carrier, Amp Display Inc. may, at Amp Display Inc's sole discretion, provide replacement parts or a refund of the purchase price paid for the missing pa's.10. Express Warranty; Limitations on Remedies.

(a) Amp Display Inc. warrants that (1) Amp Display Inc. has the right to convey good title to the goods sold under an Order and, upon your payment in full for such goods, you will have good title in and to the goods; and (2) the goods manufactured by Amp Display Inc. and sold to you under an Order are free from defects in materials and workmanship occurring under normal use, and conform, in all material respects, to the design specifications for the goods provided by you. Amp Display Inc's warranty is limited to a period of one year from the date of shipment from Holland's factory or the expected life of the goods, whichever is shorter. The goods will be subject to tolerances and variations consistent with usual industry practices or with Amp Display Inc's current parts/engineering catalogs where applicable. This limited express warranty does not apply to any goods misused, abused, altered or used other than as approved in writing by Holland, as determined by Amp Display Inc's inspection of the non-conforming goods. **THIS EXPRESS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

(b) After acceptance, as defined above, if you find a defect in the materials or workmanship for the goods or a failure of the goods to materially conform to your specifications during the applicable warranty period, as determined by Amp Display Inc's inspection of the alleged non-conforming goods, then your sole and exclusive remedy will be, at Amp Display Inc's option, the repair, the replacement of, or a refund of the purchase price for the non-conforming goods.

11. Limitation of Liability. You assume all risk from your purchase and use of the goods or services. Neither you nor Amp Display Inc. will be liable to the other for any consequential damages, punitive damages, or any special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. **HOLLAND'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO HOLLAND UNDER THIS ORDER.**

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