



Hectronic USA Corp

Terms and Conitions

June 2010

Hectronic USA Corp 820 Greenbrier Circle unit 25 Chesapeake, VA 23320 757-Hectronic USA Corp.



1. Price Quotation

The price and terms of shipment shall be stated in the Proposal.

2. Price Validity

Hectronic USA price quotations are valid for 30 days from date of issuance. Hectronic USA reserves the right to adjust the pricing after this period.

3. Confidentiality

Buyer shall not disclose to third parties any drawings, specifications, estimates, price quotations, or any other documents regarding the goods. These materials are copyrighted in the year of issuance by Seller.

4. Goods

The goods sold herein shall be identified to the contract when Seller accepts Buyer's order, as stated in the Seller's Confirmation of Order.

5. Delivery

Seller makes no representation as to exact date of delivery to Buyer. Seller's estimated delivery period commences upon issuance of Seller's Confirmation of Order. The delivery period shall be increased if Buyer makes any changes in its order after issuance of Seller's Confirmation of Order. Delivery occurs when Seller places the goods in the possession of a carrier for shipment to Buyer or when Seller notifies Buyer of readiness to ship, whichever occurs first. Unless stated otherwise, delivery of goods shall be EX Works Chesapeake VA. Partial delivery is permitted. Seller may condition delivery of the Goods to Buyer on Seller's receiving evidence of Buyer's creditworthiness.

6. Risk of Loss

Risk of loss shall pass to Buyer upon delivery as set forth in Section 5

7. Payment

Payment terms in accordance with the terms of Seller's Confirmation of Order are NET 30 Days. Buyer shall not set-off against the purchase price any disputed claim against Seller which has not been established via properly recorded judgment by a court of competent jurisdiction.

8. Limited Warranty

Seller warrants that all goods shall be free from defects for a period of twelve (12) months from the date of delivery. Seller warrants that any replacement parts shall be free from defects for a period of three (3) months from the date of installation or the expiration of the original warranty period, whichever is greater. Seller's liability hereunder is limited solely to the cost of the replacement parts. Seller shall not be liable for any labor, transportation charges or consequential damages, including without limitation lost profits or lost opportunity.

Notwithstanding anything contained herein to the contrary, for this warranty to be effective, Seller must receive written notification of a warranty claim within the warranty period. THE FOREGOING IS IN LIEU OF ALL WARRANTIES AND LIABILITIES WHETHER STATUTORY, EXPRESSED OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PURPOSE OR OF WORKMANLIKE SERVICE.

9. Indemnity/Hold Harmless

Buyer shall position the goods to provide maximum safety for users and pedestrians so as to avoid accident or injury caused by traffic or by other causes. Buyer shall indemnify and hold seller harmless from any claims based upon injury to users and/or pedestrians. For any advertising, warning messages, wording, phrases, graphics or alike programmed by Buyer or its affiliates into the systems Eyedol Electronic Display, Buyer shall indemnify and hold seller harmless from any claims based upon injury, damages or losses to users and/or pedestrians .

9. Special Conditions

Seller shall not be liable for any loss of revenue, damages or claims whatsoever, including liability for personal injury or property damage, damage to the system caused by a 3rdparty, vandalism, storage or transportation of the goods or if Buyer (i) removes or in any way modifies safety and security devices or warning labels supplied with the goods; or, (ii) fails to operate the goods in accordance with the instructions supplied by Seller.

In addition, the warranty for the goods and replacement parts provided by the Seller in Paragraph 8 hereof shall be void if Buyer removes any of said devices or labels or fails to operate the goods in accordance with the instructions provided by the Seller.



10. Changes

Dimensions, performance specifications and illustrations correspond to the list of articles in the latest publication of Hectronic USA's North American Product specification. Hectronic USA reserves the right to make changes and alterations.

11. Returns and Complaints

Buyer has thirty (30) days from the time the Goods are tendered to inspect the Goods. If Buyer does not reject the Goods by written notice to Seller within the thirty (30) day period, then Buyer shall have waived any right to claim that the Goods do not conform to this Order, time being of the essence. In addition, Complaints shall only be considered if Buyer notifies Seller immediately upon receipt of goods. Buyer shall have the right to return goods only with written consent of seller and, provided that such goods: (i) are not customized, (ii) are listed in the latest publication of Hectronic's North American Catalog, (iii) are returned within 30 days of receipt by Buyer, and (iv) are delivered by Buyer to Seller at its premises in Chesapeake, VA, packaged and in as good condition as received; without any liability to Seller for any loss or damage sustained by buyer due to the failure of the goods to satisfy the requirements of Buyer, or on account of any other reason. CUSTOMIZED GOODS ARE NOT RETURNABLE. Goods damaged due to mishandling during transport may be returned to Seller within 30 days of receipt of systems by Buyer. Buyer agrees to notify Seller of such damage immediately and agrees to file appropriate insurance claim. Seller reserves the right of inspection and determination as to replacement of the goods.

12. Consequential Damages

Seller shall not be liable, directly or indirectly, in contract, tort or otherwise, for consequential damages including, but not limited to, damages due to delay, down times, loss of use, loss of revenue, personal injury, death or property damages.

13. Limitation Period

Any legal action against the Seller shall be brought within one (1) year from the date of delivery or the action shall be forever barred.

14. Default

Should Buyer be in default or breach of any of these Terms and Conditions or fail to make any payments in accordance with the terms of Seller's Confirmation of Order, Seller has the option to declare immediately due and payable any unpaid balance of the purchase price. In the case of Buyer's default under this Order, Seller shall have all the remedies of a seller of goods and a secured creditor under the UCC. The remedies of Seller herein are cumulative and are in addition to any other remedies provided by law. All payments which are past due shall be subject to a service charge of 1.5 per cent per month (18% APR). Buyer shall pay all cost of collection, including a reasonable attorney's fee, if incurred. The failure of Seller to insist on performance of any provision of this Order shall not be construed as a waiver of that provision.

15. Applicable Law

These Terms and Conditions shall be construed according to the laws of the Commonwealth of Virginia without reference to its choice of law provisions. Jurisdiction and venue of any legal action regarding this transaction shall be proper only in the Circuit Court of Chesapeake, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division.

16. Excuse for Nonperformance

Seller shall not be responsible for any delay or failure to make delivery of all or any part of the goods due to federal, state, or local actions, regulations or laws; strikes or labor troubles; fire, storm or Act of God; inability to obtain raw material, labor supplies, or any other circumstances beyond Seller's control which prevent, hinder or make commercially impracticable the manufacture or delivery of the goods; any of which shall excuse Seller from performing under these Terms and Conditions and Seller's Confirmation of Order.

Seller shall not be responsible for any none performance in generating revenues due to federal, state, or local actions, regulations or laws; strikes or labor troubles; fire, storm or Act of God or any other circumstances beyond Seller's control which prevent, hinder or make impracticable such generation of revenues, any of which shall excuse Seller from performing under these Terms and Conditions and Seller's Confirmation of Order.

17. Security Agreement

Buyer grants and conveys unto Seller a first priority purchase money Security Interest in the goods until the purchase price has been fully paid. Seller shall have all rights of a secured creditor under the UCC, including without limitation filing a financing statement to perfect its security interest in the Goods. If requested by Seller, Buyer shall execute all documents necessary to timely perfect said Security Interest. Until the Goods are paid for, the Buyer shall segregate the Goods and keep them identified as being supplied by Seller.

18. Entire Agreement

These Terms and Conditions and Seller's Confirmation of Order represent the entire agreement between the parties and control over any inconsistencies with Buyer's Purchase Order. Buyer's Terms and Conditions are rejected and are not a part of this contract.

No modification of these terms and conditions or Sellers Confirmation of Order shall be valid and effective unless in writing and signed by all parties, and there shall be no assignment of the rights, duties and obligations thereunder without the prior written consent of Seller. The invalidity of one provision shall not affect the validity of the remaining provisions.