

Terms And Conditions Of Sale

Price and Payment: All prices, unless otherwise stated, are F.O.B. shipping point and are exclusive of any federal, state, local or other taxes. Any applicable taxes are the responsibility of the Purchaser and shall be added to the invoice unless MULTILINK is provided the appropriate, valid exemption certificate by Purchaser. All prices are subject to change without notice. Shipments of ten percent (10%) more or less than the order quantity constitute completed orders, unless previously agreed to by both Purchaser and MULTILINK.

Invoices are payable in full within thirty (30) days following invoice date. A discount of one percent (1%) is allowable on invoices paid within (10) days following invoice date: this discount also applies to those orders shipped C.O.D. or cash in advance. Invoices outstanding past thirty (30) days following invoice date will be subject to a late payment charge of one and one half percent (1-1/2%) per month. Failure to pay any invoice by its due date makes subsequent invoices due immediately regardless of the terms herein. MULTILINK may option to withhold subsequent shipments until the account in question is settled to MULTILINK'S satisfaction.

Acceptance: All orders subject to acceptance by MULTILINK. Once placed and accepted, any order may be cancelled only upon terms exempting MULTILINK against all loss with the consent of MULTILINK.

Title and Risk of Loss: Title and risk of loss on all material sold by MULTILINK shall pass to Purchaser upon delivery of said materials to a common carrier regardless of freight terms stated or method of payment of transportation charges.

Transportation charges: Most shipments are via United Parcel Service and are prepaid and billed; however, MULTILINK reserves the right to specify routing of shipments. Truck shipments will be made prepaid.

Non-conformance return: All materials sold by MULTILINK are non-returnable except for manufacturing defects. Upon receipt of materials, the customer will have 30 days to make a viable claim for non-conformance. Any material shown to MULTILINK'S satisfaction to be non-conforming at time of shipment will be replaced. MULTILINK will then render credit for the returned goods, provided MULTILINK shall not be responsible for claims beyond replacement value of the defective material. Before returning any material, Purchaser must obtain written material return authorization from MULTILINK.

Express warranties: MULTILINK warrants that the goods are free from any material defect in workmanship and materials under normal and proper usage for a period of one year from the date of shipment by MULTILINK. Purchaser acknowledges that no sample or model of the goods, nor any sales literature, proposals, projections, or engineering data regarding the goods are any part of the basis of the bargain between the parties. Purchaser has made, and relies solely upon, its own determination of the suitability, compatibility, performance, and uses of the goods, and acknowledges to MULTILINK that the Purchaser does not rely upon any oral or written representations or statements by MULTILINK regarding the goods, other than as expressly set forth in this Contract.

Disclaimer of Implied Warranties: IN ALL EVENTS, WITH RESPECT TO ALL GOODS SOLD, MULTILINK DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Damages: IF MULTILINK BREACHES OR REPUDIATES THIS CONTRACT BY REASON OF ANY DEFECT IN THE GOODS SOLD, THEN PURCHASER IS NOT ENTITLED TO, AND WAIVES ALL RIGHTS TO RECOVER, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. Purchaser has carefully considered this limitation and is willing to bear the entire defective.

Purchaser's Exclusive Remedy: IF MULTILINK BREACHES THE WARRANTY SET FORTH ABOVE, THEN PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS TO DEMAND THAT MULTILINK, AT MULTILINK'S COST, REPAIR THE GOODS, OR REPLACE THE GOODS IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THEY CANNOT BE REPAIRED. In lieu of making any repair or replacement of the Goods, Multilink may elect to refund the total purchase price, in full satisfaction of all obligations owed to Purchaser by reason of such breach, in which case Multilink's duty to pay the refund will be conditioned upon Purchaser permitting Multilink to inspect and take possession of the Goods.

Statute of Limitations: The parties desire to reduce the period of limitations to one year. Accordingly, a party must commence a cause of action for a breach of this Contract, including a breach of warranty, within one year after the cause of action has accrued.

Entire Agreement: Any term or condition contained in Purchaser's purchase order, acknowledgement form, confirmation or any other document issued by Purchaser that conflicts with any term of this Contract, or that adds to MULTILINK'S obligations under this Contract, is not part of this Contract and is not binding upon MULTILINK unless specifically identified and accepted in writing by an officer of MULTILINK. This document, including any attachments, embodies the entire agreement of the parties as to the subject matter contained in this document. There are no promises, terms, conditions, or obligations between the parties regarding the subject matter of this Contract other than those contained in this document, including any attachments. This Contract supersedes all previous communications, representations, or agreements, either verbal or written, between the parties, including any correspondence, proposals, quotes, brochures, samples, models, or specification sheets, or any other oral or written statements or representations made by any MULTILINK salesmen. Accordingly, the parties shall request that any court or tribunal called upon to consider and enforce this Contract strictly apply the "parol evidence" rule. No course of prior dealings between the parties and no usage of trade is relevant to supplement or explain any term of this Contract.

Modification of Contract: No amendment, modification, change or discharge of any term or provision of this Contract will be valid or binding on either party, and no waiver of any of the terms of this Contract will be valid or binding on either party, unless it is in writing and signed by all of the parties; and with respect to MULTILINK, signed by an officer of MULTILINK.

Non-Waiver: Failure of MULTILINK or any of its agents or representatives to comply with any of the terms or conditions herein or failure to properly notify Purchaser of any breach of these conditions shall not be deemed a waiver of any right MULTILINK has to insist upon strict compliance of these terms and conditions in subsequent agreements.

Force Majeur: MULTILINK shall not be liable for any loss, damage, delay, change in shipment schedule or failure to deliver caused by accident, fire, strike, riot, civil commotion, insurrection, war, the elements, embargo, failure of carrier, inability to obtain transportation facilities, government requirements, acts of God or public enemy, previous commitments to customers or limitations on MULTILINK'S or its suppliers' products or marketing activities or any other cause or contingency beyond MULTILINK'S control.

Freight Policy: Orders are shipped via best method as determined by MULTILINK unless specified by the Customer. Freight bills will be prepaid if shipped via common carrier under the condition that freight bills will be paid in net 7 days per ICC regulations. MULTILINK reserves the right to charge a handling fee.

Returns must be in original cartons, in resell able condition, and sent prepaid. (If merchandise was shipped to customer via UPS, it must be returned via UPS). All returns must be made within a 60-day limit and are subject to a 25% restocking charge (Special order and custom orders are non-refundable).

Claims for Shortages or Damages: Claims must be made within seven days of invoice date. All freight damages and shortages should be filed with the carrier within seven days.

Back Orders: All back orders will be retained and shipped on arrival unless otherwise notified.

NO SALESMAN, DISTRIBUTOR, REPRESENTATIVE OR OTHER AGENT IS AUTHORIZED BY MULTILINK TO GIVE ANY WARRANTY OR GUARANTEE CONTRARY TO THE STATEMENTS MADE HEREIN.