



## Standard Terms and Conditions of Sale

These terms and conditions govern the sale of Products (“Product or Products”) and provisions of services (“Services”) by Picker Components and its affiliates (“Seller”) as well as by third party vendors and/or service providers of Seller. These terms and conditions (“Agreement”) take precedence over Buyer’s supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Seller’s commencement of performance or delivery shall be deemed or construed as acceptance of Buyer’s supplemental or conflicting terms and conditions. Picker Components failure to object to conflicting or additional terms will not change or add to the terms of this agreement. Buyer’s acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

1. **Orders:** All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller’s written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased. Seller may in its sole discretion allocate Product among its Customers. Seller may designate certain Products and Services as non-cancelable, non- returnable (“NCNR”) and the sale of such Products shall be subject to the special terms and conditions contained in Seller’s Customer Acknowledgement or NCNR Product Form, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.

2. **Prices:** The prices of the Products are those prices specified on the front of the invoice. Pricing for undelivered Products may be increased in the event of an increase in Seller’s cost, change in market conditions or any other causes beyond the Seller’s reasonable control. Price quotations shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation.

3. **Taxes:** Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller’s invoice.

4. **Payment:** Payment in US dollars may be made by check, money order, credit card, Pay Pal or wire transfer (all fees are borne by the Buyer). Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction. On any past due invoice, Seller may impose interest at the rate of one and a half percent [1.5%] per month. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

### 5. **Delivery and Title:**

All shipments by Picker Components are F.O.B. point of shipment from Picker Component’s facility and the amount of all transportation charges will be paid to Picker Components by the Customer in addition to the purchase price of the Products. Subject to Picker Component’s right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. Picker Components will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer’s requested delivery date(s). Customer acknowledges that delivery dates provided by Picker Components are estimates only and that Picker Components will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by Picker Components unless specifically designated by Customer. Picker Components reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity that varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered



## 6. Returns, Refunds and Exchanges Policy:

**How to Return an Item:** Item(s) must be in original condition to be returned, unless there is a manufacturer defect. Customer must notify Picker Components within 30 days of ship date, then return the item within 14 days of receiving a RMA from Picker Components. In order to make sure the item is returnable, please follow the steps below:

1. First, contact a Picker Components office within 30 days of ship date of item(s) by calling our toll-free number at (888) 997-3933 or by emailing [sales@pickercomponents.com](mailto:sales@pickercomponents.com).
2. Second, if the item is approved for return, Picker Components will issue a Return Material Authorization (RMA) number. Once the RMA number is received, item must be returned within 14 days. Picker Components will provide the Customer with specific instructions on where to mail / return item(s) with the RMA number. In most cases returned items will be shipped to the warehouse located at:

Picker Components  
3220 Commander Dr, Suite 102  
Carrollton, TX 75006

3. Third, please include the signed RMA in the return package stating the reason for the return and the original receipt.

### **Return Exceptions:**

Only products originally shipped from Picker Components or from an authorized supplier (drop-ship) will be returned to Picker Components. By a Customer returning products to Picker Components, the Customer certifies that the products were purchased from Picker Components and there has been no substitution of the product from another supplier, distributor or other source of the product. The return should be in the original packaging and in unused condition except if approved defective by a Picker Components representative via an RMA.

### **Returns:**

Defective item(s) may be exchanged/returned for the same item. Customer will not be subject to a restocking fee in this case, but without being a defective item, will still have to pay return shipping. Items purchased from Picker Components that have been used or altered will not be accepted for exchange and as stated in the Non-Cancelable and Non-Returnable items section, items noted as NCNR cannot be exchanged.

### **Non-Cancelable and Non-Returnable Items:**

Some items cannot be returned if they are opened. Customer should contact Picker Components (888) 997-3933 or by emailing [sales@pickercomponents.com](mailto:sales@pickercomponents.com) before making a purchase with questions regarding the return policy.

### **Return Freight / Restocking Fee:**

Reasonable cancellation or restocking charges may include a minimum 15% restocking fee, this will be deducted from the Customer refund. Picker Components does not refund the original shipping and handling that the Customer paid on the order. Customer must prepay the return freight charges and Picker Components will not accept COD shipments.

### **Contact Us:**

Customer should contact Picker Components with questions regarding returns. Please **contact us**.

Telephone: (888) 997-3933 or by emailing [sales@pickercomponents.com](mailto:sales@pickercomponents.com)

7. **Limited Warranty:** Seller will transfer to Buyer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Seller warrants to Buyer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such products and that any value-added work performed by Seller on such Products will conform to applicable Buyer's specifications. If Seller breaches this warranty, Buyer's remedy is limited to (at Seller's election) (1) refund of Buyer's purchase price for such Production



(without interest), (2) repair of such Products, or (3) replacement of such Products; provided that such Products must be returned to Seller, along with acceptable evidence of purchase, within 12 months from date of delivery, transportation charges prepaid. No warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident or modification, or has been soldered.

SAVE AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

**8. Limitation of Liabilities:** BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON

(a) SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (b) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SELLER, or (c) USE IN COMBINATION WITH OTHER PRODUCTS.

**9. Export Control:** Buyer certifies that it will be the recipient of the Products to be delivered by Seller. Buyer understands that the associated hardware, software, and/or technical data ("products") listed on their Purchase Order includes items that are governed by the U.S. Export Administration Regulations ("EAR"), by the U.S. Foreign Assets Control Regulations ("OFAC") and the International Traffic in Arms Regulations ("ITAR"). The Buyer understands that its sale or distribution of said products may constitute exports or re-exports, and as such, must be in accordance with the requirements administered by Bureau of Industry and Security, Department of Treasury, and Department of State. It is understood that the country of ultimate destination, commodity classification, end-user, or end-use for any said products, could affect the applicable license requirements and exportability. The Buyer agrees to consult various resources, such as the EAR, ITAR, and OFAC, by the U.S. Department of Commerce's Bureau of Industry and Security's ("BIS") Export Counseling Division, and other appropriate Government Sources to ensure that the sales and distribution of said products, is processed in accordance with all applicable laws.

**10. Use of Products:** Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, airborne or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale. Picker Components assumes no responsibility or liability for the design or designs of the products that are the result of this transaction. The buyer will not hold Picker Components responsible or liable for parts selected. Although Picker Components representatives may make recommendations as to which parts may be the better choice for production of a customer's goods, Picker Components and/or its



representatives will not express, imply or choose what parts are to be used in production or repair of the customer's goods; the choosing of said materials is solely the responsibility of the customer for their goods. The customer is responsible for their own due diligence and research as to which parts and designs for their goods is best to comply with government regulations regarding health and safety, CE, FCC, VDE, ISO, UL, and USP requirements, strength durability and/or flexibility, or other regulations either not mentioned or implied in the present or future.

11. **Force Majeure:** Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

12. **Technical Assistance or Advice:** If technical assistance or advice are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer's use of such technical assistance or advice nor shall any statement made by any of Seller's representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

13. **General:** (a) The laws of the State of Texas will exclusively govern any dispute between Seller and Buyer, (b) Buyer may not assign this Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successor and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses. 2/ 1/18 C Rev