



TERMS AND CONDITIONS OF SALE

All quotations and sales of products are exclusively and expressly made under these Terms and Conditions of Sale unless otherwise agreed to in writing by Allcom Products Illinois, LLC (ALLCOM). No other terms and conditions, including any terms and conditions attached to, or contained within, the Customer's request for quotation, acknowledgment, purchase order or other contract documentation, shall apply. THESE TERMS SHALL SUPERSEDE ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS PROPOSED BY CUSTOMER OR CONTAINED ON CUSTOMER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY CUSTOMER, AND ALL SUCH TERMS PROPOSED BY CUSTOMER ARE HEREBY OBJECTED TO AND REJECTED BY ALLCOM. ALLCOM's failure to object to provisions contained in any communication from Customer shall not be deemed a waiver of the provisions herein.

ORDER ACCEPTANCE

All orders shall be subject to acceptance by ALLCOM. Acceptance of orders by ALLCOM is subject to credit approval and such other conditions that may be set by ALLCOM in its sole discretion. ALLCOM reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment order by reason of Customer's creditworthiness or should Customer fail to fulfill any obligation when due.

CANCELLATION

Orders may not be cancelled or rescheduled by Customer without ALLCOM's prior written authorization, and, in such event, Customer will be liable to ALLCOM for any additional costs and expenses incurred by ALLCOM. ALLCOM may cancel any unfilled order without notice to Customer in the event that Customer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.

RETURNS

Due to their custom built-to-order nature, all cable assembly and wiring harness products, lightning and surge suppression devices and/or special order component parts will not be accepted for return unless they are defective; and any products accepted for return are subject to a restocking fee. It is the customer's responsibility to request and obtain a return materials authorization (RMA) prior to the return shipment of defective product. Items returned without a valid RMA will be refused upon delivery and returned to the customer at his expense and risk. Additionally, the customer is responsible for product packaging that conforms to the published UPS standards and all returns must be shipped freight prepaid.

OPEN ACCOUNTS

Open account status can be requested by submitting acceptable credit information for review by ALLCOM. ALLCOM specifically reserves all rights to determine, modify, change, revoke or abandon, at any time and at its sole discretion, any and all terms and conditions pertaining to open account status and such determinations shall be final. No order will be shipped on an open account basis prior to the determination of eligibility by ALLCOM.

PAYMENT

All payments are to be made in US dollars (\$US, USD) in a form acceptable to ALLCOM at the address provided by the company. Absent any written pre-arrangement, all invoices are net 30 days from date of invoice on existent open accounts with established credit that are current and otherwise in good standing. Terms are subject to change for accounts not current or otherwise not in good standing at the sole discretion of ALLCOM. Partial shipments will be billed by ALLCOM as made. Customer shall have no right to offset or withhold payment. Past due balances shall be subject to a service charge of 1 and ½ per cent (1-1/2%) per month but not to exceed the maximum amount permitted by applicable law. ALLCOM may cancel or delay delivery of Products in the event of an arrearage in Customer's account. ALLCOM may waive any default without waiving any prior or subsequent default. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred in any collection efforts for outstanding balances. ALLCOM shall retain a purchase money security interest in all Products, and the proceeds thereof, until Customer has made payment in full in accordance with the terms hereof. Customer shall cooperate fully with ALLCOM to execute such documents and accomplish such filings and/or recordings as ALLCOM may deem necessary for the protection of its interests in the Products furnished to Customer. For our customer's convenience, ALLCOM accepts VISA and MasterCard. COD orders can be arranged for product delivered within the USA.

PRODUCTS AND COMPONENTS

All standard products are manufactured of commercial grade components of ALLCOM's choice unless specifically indicated otherwise. ALLCOM reserves the right to change product prices, materials, specifications, to substitute component manufactures and to correct typographical errors without notice.

Customer requests for products comprised of specific components or variations of standard products are sold by quotation. All quotes are unique and may contain specific information as to any or all of the item(s) components, manufacturing processes, construction, price, minimum order quantities, expiration, payment requirements, cancel ability, return ability and other items unique and pertinent to the individual quote and are specifically incorporated as a term of sale for the specific quote. All other requirements or drawings specific to the manufacture of such products will be contained and/or referenced in the quotation document and such products will be constructed to meet these criteria.

QUOTATIONS

ALLCOM is happy to provide quotations upon request. Specialized or proprietary items and high volume production runs are always sold on an as quoted basis. All quotations expire at 12:00 midnight of the day indicated on the face of the quote.

TRANSPORTATION AND RISK OF LOSS

All orders are F.O.B. point of shipment, and upon delivery to the carrier or forwarding agent at ALLCOM's distribution facility, title to and all risk of damage to or loss of the Products shall pass to Customer. All Products shall be packed for shipment in ALLCOM's standard packaging, (to conform to published UPS standards) marked for shipment to the address specified in Customer's order, and, unless ALLCOM receives specific written shipping instructions from Customer prior to the shipment date, delivered to a carrier or forwarding agent chosen by ALLCOM. Orders with an invoice value in excess of \$250.00 will be shipped insured at the buyer's expense unless specific written instructions to the contrary are supplied by the buyer. Should ALLCOM determine that the buyer's shipping instructions are unsuitable ALLCOM shall have the exclusive right to determine the final method of shipment. Quoted shipment dates are estimates only. "Time is of the essence" terms will not apply to any orders accepted by ALLCOM. ALLCOM may ship partial orders, and Customer agrees to accept and pay for such partial shipments

PERFORMANCE

ALLCOM shall not be liable for any delay in delivery or other performance hereunder which is due to unforeseen circumstances, or to causes beyond its control, including, without limitation, strike, lockout, riot, civil disturbance, acts of terrorism, blockades, war, fire, act of God, accident, theft, malicious damage, failure or breakdown of components necessary to order completion; supplier, subcontractor or Customer caused delays; curtailment or termination of franchises or other supplier agreements; inability to obtain or substantial rises in the prices of labor, materials or manufacturing facilities; curtailment of or failure to obtain sufficient electrical or other energy supplies; technical difficulties; or compliance with any governmental law, regulation, or order, including but not limited to U.S. Export Administration Regulations. Performance shall be deemed suspended during and extended for such time as it is so delayed, and thereafter the other party shall accept performance hereunder. ALLCOM reserves the right to allocate or defer or delay the shipment of any products in its sole discretion to serve its customers

CUSTOMER ACCEPTANCE OF PRODUCT

All products are tested and inspected prior to shipment. Customer shall be responsible for inspecting all Products prior to acceptance. Products shall be deemed accepted by Customer, except as to warranty claims, unless Customer notifies ALLCOM in writing within 7 days of shipment of Product shortages, damage or defect. It is the obligation of the buyer to notify the shipper, request any required damage inspections and file all paperwork pertaining to a claim against the carrier. Notwithstanding the above, any use of a Product by Customer, its agents, employees, contractors, customers or licensees, for any purpose after its receipt, shall constitute acceptance of the Product by Customer. Products may not be returned to ALLCOM without ALLCOM's prior written authorization.

DISPUTES

All disputes, under any contract with ALLCOM, shall be resolved in a court of competent jurisdiction for the location of ALLCOM's corporate headquarters in South Elgin, Illinois, and/or in a court specified by ALLCOM in order to secure jurisdiction over third parties. Customer hereby consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action, regardless of form, arising out of or in any way connected with the Products may be brought by Customer more than one year after the cause of action has accrued. All contracts, expressed or implied, entered into by ALLCOM, shall be construed under and governed by the laws of the State of Illinois. If any part, provision or clause of these Terms, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of these Terms remaining, and to this end the Terms shall be treated as severable.

MISCELLANEOUS

Any assignment by Customer of any part of an order hereunder without the written consent of ALLCOM shall render the order void and shall relieve ALLCOM of any future performance responsibilities. These Terms together with any other documents incorporated herein by reference constitute the entire agreement between the parties hereto pertaining to the Products and expressly supersede any and all prior written or oral agreements or understandings. These Terms may only be modified in writing signed by the parties. No course of prior dealings, written or oral, between the parties, no usage of trade nor acceptance or acquiescence in a course of performance rendered under this Agreement shall be considered a waiver of any future rights under this Agreement, nor shall be relevant to supplement, explain or be relevant to determine the meaning of the terms of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Customer agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Customer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of products. The Products are licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion is prohibited. Unless otherwise agreed in writing, these Terms shall be governed by and construed under the laws of the State of Illinois, USA.

Limited Warranty

ALLCOM Products Illinois, LLC (ALLCOM) cable assembly products are warranted to be free of electrical and mechanical defect for a period of 1 year; surge protection products are warranted to be free of electrical and mechanical defect for a period of 1 year. Any product found defective during the term of the warranty will be repaired or replaced at the ALLCOM's option and expense. This warranty is void if the products are altered, abused or modified in any way. ALLCOM will not, under any circumstances, be liable for consequential or incidental damages to either person or property, personal injury, or other losses or installation labor. ***The above limitation shall apply even though it may be alleged that ALLCOM or its agents have been actively or passively negligent.*** This is the entire extent of the product warranty. No written or implied information given by any distributor, agent, representative or employee of the company will in any way increase the scope of this warranty.

ALLCOM DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THEIR PRODUCTS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.