



Terms & Conditions:

THE SALE OF PRODUCTS AND SERVICES ("PRODUCTS") BY SELLER ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT") REGARDLESS OF OTHER OR ADDITIONAL TERMS OR CONDITIONS THAT CONFLICT OR CONTRADICT THIS AGREEMENT IN ANY PURCHASE ORDER, DOCUMENT, OR OTHER COMMUNICATION ("ORDER"), PREPRINTED TERMS AND CONDITIONS ON ANY CUSTOMER ("CUSTOMER") DOCUMENT (FOR EXAMPLE: PURCHASE ORDERS OR CONFIRMATIONS) AND/OR SELLER'S FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS WILL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT.

1. ORDERS.

All Orders are subject to acceptance by Seller. Seller reserves the right to allocate the sale of Products among its customers. Orders for special, custom, value added and Products specifically identified by Seller as non-standard are non-cancellable and non-returnable ("NCNR"). The Customer cannot cancel or reschedule Orders for standard Products without Seller's consent.

2. PRICES. Seller's quoted prices apply for 15 days or as otherwise stated in its quote. Seller may increase prices if Seller's costs increase or other circumstances beyond Seller's reasonable control. Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Customer is responsible for any additional fees and taxes. Price quoted for our stock / vendor stock (Usually Quoted as Lead Time less than 2 Weeks) is subject to reconfirmation.

3. TERMS OF PAYMENT.

Payment terms period starts counting from the date of invoice. And payment of the total invoice amount, without offset or deduction, is due as per invoice terms. On any past due invoice, Seller may charge interest from the payment due date to the date of payment, plus reasonable attorney fees and collection costs. Seller may change the terms of Customer's credit at any time. Seller may apply payments to any of Customer's accounts.

4. DELIVERY AND TITLE.

Customer is responsible for all shipping costs and any applicable surcharges unless otherwise stated. Risk of loss pass to Customer upon delivery of the Products to the carrier. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery. Seller reserves the right to make partial shipments and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

5. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS.

Customer must notify Seller in writing of any damage, shortage, or other discrepancy to Products within 10 days after delivery. After the 10th day Customer is deemed to have



accepted the Products and may not revoke acceptance. Customer cannot return Products without a return material authorization ("RMA") number. Returned Products must be in original manufacturer's shipping cartons

Or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA and pay any restocking charges. At Seller's discretion, Seller will return all Products not eligible for return to Customer freight collect, or hold products for Customer's account at Customer's expense.

6. SELLER'S LIMITED WARRANTY.

Seller will transfer to Customer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Seller warrants the Products will conform to the manufacturer's specifications. Value-added work performed by Seller on Products will conform to Customer's written specifications accepted by Seller prior to commencing such work ("Customer's Specifications"). Seller Makes no other Warranty, express or implied. Seller makes no warranty of merchantability, fitness for purpose or Non-Infringement.

If Products do not meet manufacturer's specifications or if value-added work by Seller does not meet Customer's Specifications the Products will be, at Seller's choice: (1) repaired, (2) replaced at no cost to Customer; or (3) refund Customer's purchase price. Customer must return Products to Seller, along with acceptable proof of purchase, within 30 days from date of delivery, freight charges prepaid.

7. FORCES BEYOND SELLER'S CONTROL

Seller is not liable for failure to fulfil its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, (for example: acts of God, acts or Omissions of the Customer, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, act of terrorism, delays in transportation, or inability to obtain labour or materials through its regular sources).

8. EXPORT/IMPORT.

Certain Products sold by Seller and other related technology and documentation are subject to export control laws, regulations and orders of certain countries and the export or import control laws and regulations of certain countries. Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. Customer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

9. RETENTION OF TITLES.

Title to the Goods shall remain vested in Seller and shall not pass to the Buyer until the purchase price for the Goods has been paid in full and received by Seller. Until title to the Goods passes: Seller shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Goods. Seller and its agents and employees shall be entitled at any



time and without the need to give notice enter upon any property upon which the Goods or any part are stored, or upon which Seller reasonably believes them to be kept.

10. Non-Cancellable and Non-Returnable.

No order or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without 8.3 Electronics prior written authorization and, in such event, customer will be liable to 8.3 Electronics for any additional costs and expenses incurred by 8.3 Electronics.

11. Distribution

8.3 Electronics is an Independent Distributor and not affiliated with the some / any of the manufacturers or companies of the products it sells. Any / All trademark rights and related copyrights are acknowledged. All products / logos associated with the manufacturers' names and products are owned by the respective manufacturers