



Cartel Electronics Terms and Conditions of Sale

Contract. This invoice constitutes a contract between the buyer and seller and supersedes all other written or oral agreements pertaining to the sale of the goods described on the front of this invoice.

Acceptance. The signature of an authorized representative of buyer on the packing slip or other shipping documents shall constitute an acknowledgement of receipt of the goods listed on this invoice/packing slip. Buyer shall have the right to inspect the goods. Any rejection of non-conforming goods shall be made by the buyer in writing within fifteen (15) days of receipt and shall specify the exact reasons for such rejection. Any failure to reject the goods as specified herein shall constitute acceptance of the goods as defined by the uniform commercial code.

Modification. This agreement and the terms and conditions hereof cannot be modified except upon written agreement signed by both buyer and seller.

Payment. Terms of payment are indicated on the front of this invoice/packing slip. Buyer agrees that a service charge of 1.5% per month will be charged on past due accounts. If buyer fails to make payment in compliance with terms seller may declare the buyer in default and the balance due immediately. Seller shall retain all payments received prior to such default as liquidated damages and reasonable compensation to seller for its involvement in the transaction. Buyer further agrees to pay any cost of collection including reasonable attorney fees.

Warranties. The seller makes no warranty of merchantability or of fitness for a particular purpose with respect to the goods sold under this agreement. Seller warrants

to the buyer that the goods furnished hereunder will, for a period of thirty (30) days from shipment conform to buyer's agreed specifications.

Limitation of liability. Any liability for consequential, incidental, special, exemplary, or punitive damages is expressly disclaimed. Seller's liability in all events is limited to, and shall not exceed the purchase price of the goods covered by this invoice/packing slip.

Governing law. The validity, interpretation, construction, performance and enforcement of this contract shall be governed by the laws of the state of California.