



WE GLADLY ACCEPT YOUR OFFER, BUT THIS ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON ASSENT TO OUR ADDITIONAL AND DIFFERENT TERMS AND CONDITIONS.

The following are the terms and conditions ("Terms and Conditions") for the sale of Products ("Products") by Vette Corp., and its subsidiaries ("Vette") to its customers ("Customers").

**1. ORDERS.** Orders will be initiated by Customer issuing a purchase order ("order") to Vette. Orders will identify the Products, unit quantities, part numbers, descriptions, applicable prices, requested delivery dates, shipping method and shipping account number. Orders are subject to Vette's acceptance and to these Terms and Conditions. Customer may, without charge, cancel an order for standard Products provided such order is scheduled for shipment by Vette more than sixty (60) days after Vette receives written notice of cancellation from Customer. Customer requests to cancel an order for standard Products scheduled for shipment by Vette within sixty (60) days after Vette receives written notice of cancellation may be accepted by Vette in its sole discretion, which acceptance may be subject to Customer's accepting a charge determined in writing by Vette. Customer requests to reschedule are subject to acceptance by Vette in its sole discretion. Orders may not be canceled or rescheduled after delivery by Vette to the carrier. Customer may not cancel orders for non-standard Products. Custom orders in process will be subject to cancellation charges. Non-standard Products include, without limitation, Products which are special orders, custom orders, orders for non-standard Products, Products which do not appear in the catalog or on Vette's line card, Products not customarily in stock, orders for value-added Products, Products to be assembled in kit form and Products identified as "NCNR" or otherwise non-cancelable and non-returnable. Product specifications and availability are subject to change without prior notice. Vette reserves the right to limit quantities. Estimated ship date for custom orders is subject to material availability at time of order.

**2. PRICES.** Orders are billed at the prices (in US dollars) in effect at the time of shipment. The catalog reflects the latest pricing information available at the time of printing. Prices shown in the catalog are subject to change without notice. If Customer does not purchase the quantity upon which quantity prices are based, Customer will pay the non-discounted price for the quantity actually purchased and/or a cancellation or restocking fee. Prices for any rescheduled deliveries may be increased by Vette in the event of an increase in Vette's prices or costs or causes beyond Vette's reasonable control. Pricing for the Products shall not increase during the Pricing Term listed on the quote except if/when the London Metal Exchange (LME) market for aluminum and/or copper increases by greater than 5% from the date of the order, then the prices contained in any and all agreements can be re-negotiated to compensate for such change or will be subject to a surcharge.

**3. TERMS OF PAYMENT.** Payment is net thirty (30) days from date of invoice unless otherwise agreed to. Orders are subject to credit approval by Vette, which may in its sole discretion at any time change the terms of Customer's credit or require advance payment or payment by official bank check. If Vette reasonably believes that Customer's ability to make payments is impaired, Vette may cancel any order or remaining balance thereof, and Customer will remain liable to pay Vette for Products already shipped. Customer will submit such financial information as Vette may reasonably require for determination of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Customer may be applied by Vette against any obligation owing by Customer to Vette under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Customer's liability for any additional amounts owing by Customer to Vette. The acceptance by Vette of such check will not constitute a waiver of Vette's right to pursue the collection of any remaining balance. Customer will pay the entire net amount of each invoice from Vette pursuant to the terms of such invoice without offset or deduction. Invoices not paid when due will bear interest to date of payment at the annual rate of eighteen (18%) percent or such lower rate as may be the maximum permitted by law. If Customer fails to make payment when due, Vette may pursue any legal or equitable remedies, in which event Vette will be entitled to reimbursement for costs of collection and reasonable attorneys' fees.

**4. SALES TAX.** Vette is required by law to collect all Federal, State and Local sale, use, excise and similar taxes that apply to a Customer's shipment. These taxes are in addition to the purchase price of the Products subject to an order. Since laws vary from state to state, please remit the correct tax for your area. If you are exempt from tax, an original signed tax exemption certificate must be sent to Vette. Without a valid signed tax exemption certificate on file at Vette, all applicable taxes will be charged to the Customer.

**5. DELIVERY AND TITLE.** Vette 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 Vette are estimates only and that Vette will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by Vette unless specifically designated by Customer. All shipments by Vette are FOB/FCA point of shipment from Vette's manufacturing facility and the amount of all transportation charges shall be paid to Vette by the Customer in addition to the purchase price of the Products unless otherwise quoted and agreed to. Subject to Vette's right of stoppage in transit, delivery to a carrier will constitute delivery to Customer, and risk of loss and title will thereupon pass to Customer. Products invoiced and held by Vette at Customer's request will be held at Customer's risk and expense. Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Thereafter, delivery will be timely unless prior to shipment Vette has received written notice of cancellation valid under Section 1. Delivery of a quantity which does not vary by more than ten percent (10%) from the quantity specified therefore will constitute full performance of such delivery. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s).

**6. LIMITED WARRANTY AND LIMITATION OF LIABILITIES.** Vette warrants to Customer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such Products and that any value-added work performed by Vette on such Products will conform to applicable Customer's specifications relating to such work. Vette makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR, VETTE MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT. However, in the case where Vette is not the manufacturer of the Product, Vette will transfer to Customer whatever transferable warranties and indemnities Vette receives from the manufacturer of the Products. With respect to Products which do not meet applicable manufacturer's specifications and with respect to value-added work by Vette which does not meet applicable Customer's specifications, Vette's liability is limited (at Vette's election) to (1) refund of Customer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such Products; provided, however, that such Products must be returned to Vette, along with acceptable evidence of purchase, within twenty (20) days from date of delivery, transportation charges prepaid. Further, no warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident or modification, or has been soldered or altered in any way. Regarding custom orders, Customer shall defend, protect, indemnify and hold harmless our Company and its officers, directors, agents, servants, employees and independent contractors from and against any and all claims, demands, losses, damages, liabilities, settlement amounts, costs or expenses whatsoever (including reasonable attorneys fees, costs and court costs) incurred by or asserted against our Company as a result of (i) the failure of Customer to perform its obligations under this Agreement, (ii) any and all claims based on any third party proprietary rights, including but not limited to trade secrets, patents, trademarks, trade dress and copyright arising out of the manufacture, use, offer for sale or sale of the product, or resulting from infringement, or asserted or alleged infringement of any patent, trademark, trade dress or copyright, or (iii) any claim, action or proceeding made or brought by a third party against our Company for injury to or death of any person or for damage to property to the extent caused by Customer's negligence or willful misconduct. Our Company makes no warranty or representation that utilization of this product will not infringe the intellectual property rights, including but not limited to patents, trademarks, trade dress or copyrights, of third parties. CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND VETTE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT BEING LIMITED TO, LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, BUSINESS INTERRUPTION COSTS, LOSS OF DATA, REMOVAL/REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF CUSTOMERS. CUSTOMER'S RECOVERY FROM VETTE FOR ANY CLAIM SHALL NOT EXCEED CUSTOMER'S PURCHASE PRICE FOR THE PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE.

Galvanic corrosion can occur when coupling copper heat sinks to less noble metals such as iron, zinc and aluminum. A direct couple of such metals without appropriate electrical isolation can lead to corrosion and degradation of the heat sink coupling. Our company is not responsible or liable for corrosion due to the above condition and will not be liable for any damages or expenses arising out of or as a consequence of galvanic corrosion resulting from improper installation of copper heat sinks. The purchaser agrees to indemnify and hold our company harmless from all costs, damages and expenses, including reasonable attorneys' fees and court costs, incurred by our company as a result of such improper installation.

**7. DATA ERRORS AND OMISSIONS.** Vette makes every effort to ensure the accuracy of the information published in our catalogs and on our Internet site. However all Product specific information is provided to Vette by the manufacturers, who are solely responsible for its content and accuracy. The documents and graphics published may contain technical inaccuracies or typographical errors. Vette makes no representations about the information and graphics presented. All such documents and graphics are provided "as-is" without warranty of any kind.

**8. SHIPMENT DAMAGE.** Product shipped from Vette's distribution center(s) is carefully packed in compliance with manufacturer and carrier requirements. Claims for loss or damage in transit must be made with the carrier by Customer. All shipments should be fully unpacked and inspected immediately upon receipt. It is important to keep the shipping carton, packing material and parts intact for inspection by the carrier's agent, Visible Loss or

Damage. Any external evidence of loss or damage must be noted on the freight bill or carrier's receipt and signed by the carrier's agent. Failure to do this will result in the carrier refusing to honor the claim. For your protection our billing includes insurance for damage or loss in transit, Concealed Loss or Damage. If damage is not discovered until the shipment is unpacked, make a request for inspection by the carrier's agent and file a claim with the carrier. The Company must be notified in writing of any loss or damage within 20 days of receipt of shipment.

**9. LIMITATIONS OF USE.** Products are intended for commercial use only. Products sold by Vette are not recommended or authorized for use in life support, surgical implantation, aircraft or nuclear applications. Vette's Customers using or selling Products for use in life support, surgical implantation, aircraft or nuclear applications do so at their own risk, agree that Vette and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use, and agree to fully indemnify, defend and hold harmless Vette and the manufacturer of the Products from and against any and all claims, damages, loss, cost, expense or liability arising out of or in connection with the use or performance of Products in life support, surgical implantation, aircraft or nuclear applications.

**10. STATEMENTS AND ADVICE.** If statements or advice, technical or otherwise, is offered or given to Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge and Vette will have no responsibilities or liabilities whatsoever for the content or use of such statements or advice.

**11. FORCE MAJEURE.** Vette will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fire, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots, or war. Vette's time for delivery or performance will be extended by the period of such delay or Vette may, at its option, cancel any order or remaining part thereof without liability by giving notice to Customer.

**12. GENERAL.** The Terms and Conditions may not be modified or cancelled without Vette's written agreement. The sale of Products hereunder will be governed by the Terms and Conditions, notwithstanding contrary or additional terms and conditions in any order purchase order, planning schedule, acknowledgment, confirmation or any other form or document issued by either party effecting the purchase and/or sale of Products. No rights, duties, agreements or obligations hereunder may be assigned or transferred by Customer without the prior written consent of Vette. The obligations, rights, terms and conditions hereof will be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. The waiver of any breach of any term, condition or covenant hereof or default under any provision hereof will not be deemed to constitute a waiver of any other term, condition, or covenant contained herein or of any subsequent breach or default of any kind or nature. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. The Terms and Conditions will be governed by and construed in accordance with the laws of the state of New Hampshire and the applicable laws of the United States. Customer will not directly or indirectly export, re-export, sell or transfer any Product to any country for which an export license or other governmental approval is required without first obtaining all licenses and other approvals. Vette hereby disclaims any interest in the trademarks, trade names, service marks, logos, copyrights, patents, domain names and other intellectual property of third parties.

**13. INTERNATIONAL ORDERS.** Vette accepts orders from other countries. All orders of international origin are in accordance with Export Administration Regulations. All taxes, duties, insurance, shipping charges, and other international charges and fees are the responsibility of the Customer. Information including price quotations, handling, documentation and shipping can be obtained by writing:

Vette Corp.  
6377 Dean Parkway  
Ontario, NY 14519  
Telephone: 585-265-0330  
FAX: 585-265-1941  
E-Mail: [sales@vettecorp.com](mailto:sales@vettecorp.com)  
Website: [www.vettecorp.com](http://www.vettecorp.com)