



TERMS AND CONDITIONS

Conditions of Sale relevant to B2 Micro Technologies, LLC sale of products:

1. **PRODUCT AND SALE TERMS:** Buyer agrees to purchase, and B2 Micro Technologies LLC agrees to sell the products that are specified in the B2 Micro Technologies LLC's Sales Order.
 - a. It is understood that the Buyer will have accepted and agreed to these terms unless the Buyer notifies the B2 Micro Technologies LLC in writing within 3 days of receipt of this document.
 - b. This document is the presiding document, regardless of what might be viewed on a website or a purchase order.

2. **ORDERS:** Buyers orders for products are subject to acceptance in writing by the B2 Micro Technologies LLC. The Sales Order will be considered as acceptance by the B2 Micro Technologies LLC.
 - a. Buyer is liable for any costs as a result of changes to the product, delivery schedule and/or cancellation of orders. All orders are NCNR.
 - b. Buyer is responsible for all duties and taxes and/or additional shipping charges whether retrospective or not.

3. **PAYMENT:** Terms of payment are net 30 days from invoice date for OEM/CM's only; prices are EXW B2 Micro Technologies LLC's facility and prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of Customer. Payment will be made according to terms agreed upon by both the B2 Micro Technologies LLC and the buyer: Credit Card, Wire Transfer or Check. All payments are to be in U.S. Dollars. In certain circumstances B2 Micro Technologies LLC may require a deposit before the order can be processed.
 - a. Buyer agrees to pay the entire net amount of each invoice as indicated on the terms of the invoice without offset or deduction.
 - b. Buyer agrees to keep their account current.
 - c. Buyer agrees that B2 Micro Technologies LLC may require payment in advance or on a COD (cash on delivery basis).
 - d. Should the Buyer fail to keep the account current, all amounts owed are due and payable immediately.
 - e. B2 Micro Technologies LLC rights and remedies will be cumulative and not exclusive. Customer is responsible for all losses, costs and expenses incurred by B2 Micro Technologies LLC in collecting any sums owing by Buyer.
 - f. If B2 Micro Technologies, LLC must take legal means to collect payment, the Buyer becomes indebted to B2 Micro Technologies, LLC for costs of collection, including all attorney fees.

4. **PRICES:** B2 Micro Technologies LLC will provide as much advance notice as is possible if there is a price change. Prices are subject to change without notice and B2 Micro Technologies LLC may have to adjust prices in effect at the time or order placement.
 - a. Prices are for the specific quantity and do not include taxes, charges for transportation, insurance, any special packaging or marking.
 - b. Prices for any undelivered product may be increased by the B2 Micro Technologies LLC in the event of an increase in the cost to the B2 Micro Technologies LLC of said product.

5. **SHIPPING/DELIVERY:** In the absence of instructions or prior agreement from the Buyer as to shipping, B2 Micro Technologies LLC will select a carrier. B2 Micro Technologies LLC responsibility for any loss or damage ends, and title passes to the Buyer when products are delivered to the carrier, to Customer, or to Customer's agent (including, without limitation, any test house or value-added service provider), whichever occurs first.
 - a. Delivery dates are approximate. B2 Micro Technologies LLC will use reasonable efforts to fill orders according to the delivery date.
 - b. Delivery may be made in installments.
 - c.
6. **WARRANTY:** B2 Micro Technologies LLC warrants those products assembled or customized by it against defects caused solely by faulty assembly or customization for 30 days after delivery.
 - a. Products or services are deemed accepted by the Buyer unless the Buyer notifies the B2 Micro Technologies LLC in writing within 10 days of delivery or performance of shortages, damage or defect. All orders are NCNR, unless there are quality issues, which must be reported in writing within 20 days of the invoice.
 - b. Warranties of goods sold to meet specifications as published by the manufacturer at the time of production, for Fit, Form & Function for a period of (30) days from date of invoice unless otherwise agreed upon in writing from B2 Micro Technologies. There are no returns or refunds after 60 days for any reason, unless in writing prior to ordering. Verbal requests are non-binding.
 - c. Buyer warrants that any products returned are the same products B2 Micro Technologies LLC shipped to the Buyer and are unaltered.
7. **PRODUCT RETURNS:** B2 Micro Technologies LLC reserves the right of refusal for the return of parts that are not proven to be faulty.
 - a. Buyer cannot return parts without a return authorization from the B2 Micro Technologies LLC. This authorization may be requested via mail or email. B2 Micro Technologies LLC will review the request and provide a decision within 3 days of the request.
8. **LIABILITY:** B2 Micro Technologies LLC will not be charged with any liability for any delay, non-delivery or failure to perform any of its obligations arising from any event beyond the B2 Micro Technologies LLC's control. This applies whether this is foreseeable by either the Buyer or the B2 Micro Technologies LLC. This includes, but is not limited to:
 - a. Delays from Suppliers.
 - b. Transportation - inability to secure transportation.
 - c. Pandemic.
 - d. Labor disturbance or strike.
 - e. Fire.
 - f. Accident.
 - g. Adverse weather.
 - h. Terrorism.
 - i. Government acts or regulations.
 - j. Inability of B2 Micro Technologies LLC to obtain product and/or product shortages.
 - k. Any other cause beyond the B2 Micro Technologies LLC's control.
9. **OTHER:** Buyer agrees to comply with all applicable export laws, regulations and orders. Buyer agrees that it will not resell, re-export or ship any products without obtaining the appropriate documents and/or licenses. Buyer acknowledges that the applicable export laws and regulations may differ from time to time.
 - a. No amendments or modifications of these terms and condition will be binding to the B2 Micro Technologies LLC unless in writing and signed by an authorized representative of B2 Micro Technologies LLC.