



## Standard Terms and Conditions

### **Ctek, Inc.**

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All quotations and/or orders are subject to the following terms and conditions:

1. **ACCEPTANCE** – Ctek, Inc. (“Ctek”) reserves the right to accept or reject any purchase order. Possession of a price list by Customer does not constitute an offer to sell. No purchase order will be binding upon Ctek until approved in writing by Ctek. Orders for custom or special products are non-cancelable and product is non-returnable.
2. **CURRENCY** – All transactions and correspondence between Ctek and Customer shall be documented and negotiated in United States (“U.S.”) dollars. All Ctek price lists, quotes, invoices or other transaction documentation shall be published/prepared in U.S. dollars. All Customer payments to Ctek shall be in U.S. dollars.
3. **PRICING AND DISCOUNT SCHEDULES** – Ctek pricing is based on written quotations and/or authorized price lists. Ctek reserves the sole right to determine the appropriate price list for a channel or end user, and the right to modify pricing and discount schedules at any time.
4. **DELIVERY** – Customer orders shall state F.O.B. Ctek's facility. Ctek shall not be liable for any goods lost, damaged or destroyed in transit, whether Ctek is to pay the freight for such transit or Customer is to pay the same, it being agreed that all risk of such loss, damage or destruction is assumed by Customer once the goods are delivered by Ctek to the common carrier designated to ship the goods. Customer is advised that quoted delivery dates are based on estimates at the time of quotation/order acceptance and that Ctek will devote its best efforts to meeting such schedules. However, Ctek assumes no liability for additional costs or damages resulting from late deliveries. Ctek reserves the right to pack and ship orders in the most economical manner. However, where Customer requests special packaging or shipping, any additional costs will be billed to and will be the responsibility of the customer.
5. **PAYMENT** – Ctek may at its sole discretion extend payment terms to a customer. Unless otherwise specifically agreed Ctek's standard payment terms are Net 30. Payment terms must be indicated on every PO before a Customer purchase order will be accepted by Ctek. Payment terms for orders placed from outside of the US and Canada are either prepaid or through an irrevocable letter of credit. In all cases, payment is in US denominated funds. If full payment is not made within the payment period of mutually agreed upon terms, Ctek shall be entitled to interest on any amount unpaid, at the maximum rate allowed by law, until Ctek receives payment in full. Additionally, if any amount payable to Ctek is not received by Ctek within 10 days after the mutually agreed upon payment period, Customer shall pay a late payment processing charge at the rate of 1.5% per month on the unpaid balance.
6. **RETURNING PRODUCT** – A Return Material Authorization (“RMA”) number must be obtained from Ctek prior to the return of any product, for any reason. When returning any product to Ctek, the RMA number must be prominently marked on the outside of each shipping carton. Customers may return product within 30 days of the Ctek invoice date. Semiconductor products may be returned only if the factory vacuum sealed ESD package has not been opened. Board and device level product may be returned as long as they are in their original packaging and the product, packaging and accessories have not been damaged. A 15% restocking charge shall apply to all returns.

I confirm that I have read and agree to these terms and conditions:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title (Printed): \_\_\_\_\_

Company Name: \_\_\_\_\_