

Terms & Conditions

The terms and conditions contained herein, together with the invoice provided to you, constitute an agreement between ACF Components & Fasteners ("ACF") and you ("Customer") applicable to orders for electronic components and lighting products and/or services and support (sometimes collectively referred to herein as the "Products") delivered to you pursuant to the invoice. By accepting delivery of the Products described on the invoice, you agree to be bound by and accept these terms and conditions as listed on the invoice. Notwithstanding anything contained herein to the contrary, however, in the event that you and ACF have entered into a separate written purchase agreement, then the terms of that agreement shall prevail over the terms and conditions set forth herein.

ORDERS; QUOTES

Orders are not binding upon ACF until accepted by ACF by either invoice for the Products or delivery of the Products. Any price quotes given by ACF shall be valid for the time period stated on the quote, but in any case not to exceed ninety (90) days from the date of the quote.

SHIPPING CHARGES; TAXES

Separate charges for shipping and handling will be shown on ACF's invoice. Unless Customer provides ACF with a valid and correct tax exemption certificate applicable to the product ship-to location prior to ACF's acceptance of the order, the Customer shall be responsible for sales and all other taxes associated with the order, however designated. If applicable, a separate charge for taxes shall be shown on ACF's invoice.

TITLE; RISK OF LOSS

Title to the Products shall remain with ACF until the Products are duly delivered to the carrier for shipment. Risk of loss shall pass to Customer upon delivery of the Products to the carrier for shipment.

WARRANTIES

ACF warrants that the products are as described in the invoice, but except as may be specifically stated in writing by ACF, no other express warranty is made in respect to the products. In the event of a defect, malfunction, or failure to conform with any warranty which may be provided to buyer, ACF shall, in its sole discretion, either repair or replace the products, or if repair or replacement is not commercially practicable, ACF will refund the purchase price. The products are purchased by buyer "as is" and ACF does not provide any warranties of merchantability or fitness for any particular purpose. ACF provides no warranties whatsoever for services.

STANDARD RETURN POLICIES

ACF Products that are purchased directly from ACF by an end-user Customer may be returned by Customer for refund, with no penalty, as long as the Products remain in their original, sealed, factory packaging; otherwise, returns will be subject to restocking fees.

EXCHANGES

From time to time, ACF may, in its sole discretion, exchange products or portions of a product. Any exchanges will be made in accordance with ACF's exchange policies in effect on the date of the exchange.

PRODUCTS

ACF's policy is one of on-going product update and revision. ACF may revise and discontinue products at any time.

PAYMENT TERMS; INTEREST

Invoices are due and payable within thirty (30) days of the invoice date. Payment shall be made in cash, by Customer's company check, wire transfer, or other prearranged payment method unless credit terms have been previously agreed to by ACF. Customer agrees to pay interest at the rate of ten percent (10%) per annum on all amounts not paid within said thirty (30) days following the invoice date.

LIMITATION OF LIABILITY

ACF's liability in connection with the products is strictly limited to its obligation to repair, replace or refund as provided under "warranties" above. In no event shall customer be entitled to recover from ACF any damages in excess of the purchase price paid for the products, and customer specifically shall not be entitled to recover from ACF any incidental or consequential damages as defined in the uniform commercial code. This limitation of liability applies to both products and services, including any other supplier's products or services bundled with the purchased products.

SERVICE AND SUPPORT

ACF will provide general service and support to Customer in accordance with its service and support policies and conditions in effect on the invoice date for Customer's purchase.

DISPUTE RESOLUTION

The parties will attempt to resolve any claim, dispute or controversy arising out of or related either to ACF's advertising or to the purchase of Products subject to the terms and conditions set forth herein (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation.

MODIFICATION

The agreement between ACF and Customer created in accordance with these terms and conditions by Customer's acceptance of delivery of the Products may be modified, altered, or amended, in whole or in part, only on the written consent of ACF and Customer. Any other attempted modification, alteration or amendment shall be null and void.

HEADINGS

The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

GOVERNING LAW

These terms and conditions and any sales to which these terms and conditions apply shall be governed by the laws of the state of California, without regard to conflicts of laws rules.