



PACIFIC INTERCONNECTIONS, LLC

1022 N 33rd Pl., Renton, WA 98056, USA
Tel. (425) 277-9527 • Fax. (425) 277-2599

Terms and Conditions of Sale

(Pacific Interconnections LLC (PI))

1. **Purchases:** Customer shall purchase products by issuing a written Purchase Order signed by an authorized representative, indicating product names and descriptions, quantity, price, total purchase price, shipping instruction, requested delivery date, bill-to and ship-to addresses, tax exempt certifications if applicable, and any other special instructions and information.
2. **Prices:** All prices are firm for thirty (30) days from the date of quotation. Shipping costs and risk of loss from point of shipment (Renton, WA or Hong Kong) are the responsibility of customer. For products shipped freight prepaid or insured, PI will bill customer a freight/insurance charge. Taxes and other incurred costs as a result of the sale are also the responsibility of the customer. All sales are final.
3. **Terms of Payment:** Upon credit approval by PI, payment terms shall be cash upon delivery, or at the option of PI, net thirty (30) days from the date of the shipment. PI reserves the right to require alternative payment terms, including, without limitation, letter of credit of payment in advance. All payments are in US dollars. As a consequence of customer's delinquency in any payment to PI, shipment of any order may be withheld by PI, or Pre-Payment by customer may be required for further shipments. Late Payment Penalty may be charged.
4. **Products:** All products are made to the mutually agreed written specifications accepted by customer. It applies to all products manufactured or resold by PI.
5. **Cancellation & Rescheduling:** No cancellation and rescheduling allowed within three weeks of the scheduled ship-date without written authorization by PI. Customer shall pay for the costs of raw materials, processing, and other incurred expenses before the order cancellation.
6. **Limited Product Warranty:** The sole and exclusive obligations to the customer for any products made and sold by PI are to repair returned defective products or provide replacement parts at PI's sole option. PI reserves the rights to obtain samples of the claimed defective products from the customer to determine if they are indeed defective in workmanship, materials, or not in compliance with the mutually agreed written applicable specifications, and have in fact failed under normal use. Claim should be initiated before thirty days from the date of original shipment. This limited Warranty does not cover: (i) products not manufactured by PI, (ii) consumable or disposable items, or (iii) products that have been damaged, misused, neglected, modified or repaired by any one other than PI.
7. **Return:** No return on products unless the product quality does not meet the mutually agreed written applicable product specification. In case of quality problems, customer should notify PI within 30 days of the product ship-date to obtain approval on the return, and provide evidence to support the claim. No return on overstocked and unused products.
8. **Limitation of Liability:** Except for the warranties stated herein, PI is not liable to the customer for any consequential, incidental, exemplary, punitive, or indirect costs or damages, exemplary or indirect costs of damages, including without limitation, litigation costs, installation and removal costs, loss of data, damages resulting from use or malfunction of the products, production, profits, or revenues, or cost of replacement goods, arising from any cause whatsoever. In no event shall the total collective cumulative liability of PI exceed the amount paid to PI for the products from which such liability arose during the thirty-day period preceding the date of the claim.

- 9. Attorney's Fees:** If litigation is commenced by either party to enforce any contract including these terms and conditions, then the prevailing party shall be entitled to recover its reasonable costs, attorneys' fees, collections' fees and experts' fees, both at trial and on appeal.

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