



We Move Semiconductors
to the Next Level®

Title: *Terms and Conditions of Sale*
Document No.: OX3.6FM-359 Rev. 1

OX3 IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

1. AGREEMENT - OX3 expressly limits acceptance to the prices, conditions and terms set forth in this document. Buyer's terms and conditions of purchase shall not apply.
2. CANCELLATION PRIOR TO SHIPMENT - OX3 may, on a discretionary case-by-case basis, charge Buyer cancellations charges for orders which are cancelled prior to shipment. Buyer should contact their OX3 customer service representative to determine the effect of an order cancellation.
3. PERFORMANCE - Unless otherwise agreed to in writing, OX3 reserves the right to make design changes which OX3 believes will improve its products. OX3 may also satisfy customer purchase orders by shipping 90%-100% of ordered quantities for non-standard products when shipping lesser quantities provides OX3 operational efficiencies. OX3 shall only charge Buyer for actual quantities shipped. OX3's performance shall be excused in the event of strikes, accidents, fires, unavailability of materials and all other causes beyond the control of OX3.
4. CLAIMS AND RETURNS - Claims for shortages or inaccurate filling of orders must be made to OX3 within thirty (30) days after receipt of goods. All returns must have an accompanying return authorization number issued by OX3. Returned goods will be accepted only with prior written approval from OX3 and must be returned in unused,

resalable condition and in the original packaging and must be at the current revision level. OX3 may charge a reasonable restocking charge on any items which it accepts which are returned for credit or exchange when the error is not OX3's.

5. TOOL OWNERSHIP - All tools, dies and patterns produced by or at the request of OX3 shall remain the exclusive property of OX3. OX3 reserves the right to advertise and/or sell any of the foregoing items and any of its products unless otherwise agreed to in writing by OX3.
6. WARRANTY - OX3 warrants each of its new products against defects in materials and workmanship for 90 days. OX3 makes no warranty, express or implied, with respect to any components, products or services provided by any third party. With respect to products specially manufactured to Buyer's specifications, OX3 warrants only that such products have been manufactured, without testing, to Buyer's specifications but makes no other warranty, express or implied. Upon OX3's confirmation of defects, OX3 agrees, as its EXCLUSIVE REMEDY to repair or, in its discretion, replace defective product without charge. OX3 reserves the right to subcontract overflow work, or specialty services to its approved suppliers. OX3 is not responsible for product damage resulting from accident, misuse, or lack of reasonable care.
7. IMPORTANT - NO OTHER WARRANTY, WRITTEN OR VERBAL, IS AUTHORIZED BY OX3. OX3 IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

OX3 CORPORATION
9 Orion Park Drive Ayer, MA 01432
United States (978) 772-2600