



Y.C. Cable USA Terms and Conditions of Sale

- 1. Definitions.** "Seller" means Y.C. Cable USA. "Buyer" means the legal entity purchasing Goods from Seller. "Goods" are products offered by Seller and/or purchased by Buyer. "Offer" means any quote, proposal, or offer to sell goods provided by Seller to Buyer. Offers are valid for 30 days from the date of Seller's offer and are not a contract to sell and may only become such upon receipt of Buyer's purchase order and Seller's acceptance of same. Any variation in quantity may necessitate a price and/or delivery schedule adjustment. Unless stated otherwise, all prices are F.O.B. Seller's place of shipment or Buyer instructed F.O.B. point. "Order" means any purchase order or similar instrument issued by Buyer to Seller to purchase goods.
- 2. Payment Terms.** Buyer shall pay all invoices according to the payment terms printed on invoices in U.S. Dollars. Payment terms are effective from the date of invoice. All amounts due to Seller but not paid by Buyer on the due date bear interest payable by Buyer to Seller at a rate of one and one-half percent (1½%) per month. Interest accrues on the balance of unpaid amounts as of the date on which portions of those amounts become due until the date payment is received by Seller. Buyer will also be liable to Seller for any expenses incidental to collection of past due amounts including reasonable attorney's fees and court costs. Until the purchase price and all other charges payable to Seller have been received in full, Seller hereby retains and Buyer hereby grants to Seller a security interest in the products delivered to Buyer and any proceeds therefrom. Seller may reclaim the goods and pursue any other remedies provided by law.
- 3. Tax.** Payment of any sales, use or similar taxes imposed by the state, county or governmental authority of which Buyer resides is the sole responsibility of the Buyer.
- 4. Credit Approval.** Orders are subject to Seller's credit approval of Buyer at all times. Until Seller approves Buyer's credit, all purchases shall be C.O.D. or prepaid. Seller reserves the right to investigate the credit of Buyer at any time, and Buyer warrants it will provide factual financial information upon Seller's request as a condition of credit extension. Seller may, at any time, require a full or partial payment in advance, or may suspend deliveries on accounts which are past due, or in Seller's sole discretion deemed to be in financial distress. Buyer agrees to immediately report to Seller any change in Buyer's financial condition that may materially affect Buyer's financial stability. Seller is authorized to report Buyer's performance to responsible persons and bureaus. Buyer agrees to notify Seller in writing of any proposed change in ownership, DBA, Trade Name, AKA and physical location as soon as practical and, in any event, no later than ten (10) business days prior to the change taking effect.
- 5. Order Cancellations or Delivery Rescheduling.** Should Buyer cancel or reschedule the shipping of an order, Buyer will accept delivery of, and pay for, all items which are finished, shipped, or awaiting shipment. Buyer will pay for the cost of materials, labor, and all other costs associated with work involved on the portion of the order that is in-process, or awaiting shipment at the time the order is cancelled or delayed. Custom products or special products which are not standard items are Non-Cancelable, Non-Returnable (NCNR).
- 6. Return Authorizations.** Buyer will promptly notify Seller of any nonconformance(s) in the Goods and afford Seller a reasonable opportunity to inspect the Goods. A claim for defective goods must be raised within 30 days of receipt by Buyer. No Goods may be returned without Seller's prior authorization as evidenced by a return authorization. Once a return authorization number is obtained, Buyer will return defective Goods to Seller in the manner directed by Seller. The return authorization number must appear on the shipping label along with all paperwork associated with the return. Seller has the right to reject goods returned with incorrect information. Granting a return authorization number does not necessarily mean that a credit will be approved or that the evaluation or repair will take place without a fee. Seller reserves the right to charge a restocking fee of 15% of the value of the returned goods if the return is for Buyer convenience.
- 7. Acceptance.** These Terms and Conditions of Sale of Seller shall govern the sale of Seller's products to Buyer. Buyer's acceptance of Seller's products hereunder represents acceptance in full of these Terms and Conditions of Sale. These Terms and Conditions of Sale take precedence over any additional or different Terms and Conditions of Buyer, to which notice of objection is hereby given. Neither Seller's commencement of performance nor its delivery of products hereunder shall be deemed or construed as an acceptance of any additional or different terms or conditions of the Buyer. This document may be amended or modified only by written agreement of duly authorized representatives of both parties.
- 8. Excusable Delays.** Seller is not liable for any damages related to failure to perform its obligations hereunder due to events beyond its reasonable control, including but not limited to, strikes, parts shortages, manufacturing difficulties, riots, wars, fires, floods, acts of God, inability to secure materials on a timely basis, delays of carriers or suppliers, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any government body.
- 9. Limitation on Damages.** In the event of any breach of any term or condition of sale by, or any claim of damage from any cause whatsoever against Seller, in no event, under any theory, shall Seller have any liability for damages in an amount exceeding the amount paid to Seller by Buyer, its employees, agents' representatives or other third-party doing business with or otherwise related to Buyer.
- 10. Agreement.** Buyer agrees that the Terms and Conditions of Sale set forth in this document are binding on transactions between Buyer and Seller and by Buyer's signature below, Buyer agrees to be bound by the Terms and Conditions of Sale set forth herein.
- 11. Governing Law.** These Terms and Conditions of Sale shall be governed by and construed in accordance with California Law (if under State law) or the United States District Court for the Northern District of California (if under Federal law).