
Conditions of Use

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1. **OFFER, ACCEPTANCE, AND MODIFICATION:** Components Express, Inc. ("Components Express,") accepts purchase order No.____submitted by____ ("Purchaser"), subject to these terms and conditions, which terms and conditions along with the terms, including the price, delivery terms, payment terms and quantity, set forth on purchase order No.____, attached hereto, shall be the complete and exclusive agreement between Components Express and Purchaser (this "Purchase Order").
2. **EXTRA CHARGES:** Components Express shall be permitted to charge Purchaser for boxing, engineering, packaging or cartage, as well as other incidental charges.
3. **DELIVERY AND TRANSPORTATION:** Goods ordered shall be delivered to the place set forth on this Purchase Order, unless Components Express is directed otherwise by Purchaser in writing. Goods are sold F.O.B. at the place indicated by Components Express. Components Express shall ship goods to Purchaser by the cheapest means unless otherwise indicated. No parcel post insurance charges or other insurance charges will be allowed unless authorized in writing by Purchaser.
4. **DELIVERY SCHEDULE:** Components Express shall not be liable for the delivery of any quantity other than what is in this Purchase Order, plus or minus ten (10%)over or under shipment. In the event Components Express is required to purchase and store goods until such time as Purchaser request delivery of all or portion of such goods pursuant to the terms of a blanket purchase order. Purchaser shall have no more than one (1) year from the date of such blanket purchase order to purchase and take delivery of such goods. If Components Express is still holding any such goods on the one-year anniversary of such blanket purchase order, then Components Express shall be permitted to ship all remaining goods to Purchaser and payments shall be due from Purchaser for all such goods in accordance with Components Express' invoice for such goods.
5. **DELAYS IN DELIVERY:** Components Express shall use commercially reasonable efforts to meet the delivery schedule set forth on this Purchase Order. If at any time it appears Components Express will not meet the delivery schedule, Components Express shall promptly notify Purchaser in writing with the reason for such delay and the estimated duration of such delay, and, if required by Purchaser, ship via air or other fast transportation to avoid or minimize delay to the maximum extent possible, with any added shipping cost borne by Purchaser. In addition, if Components Express for any reason does not comply with Purchaser's delivery or completion schedule and is more then thirty (30) days late, Purchaser may approve a revised delivery or completion schedule.
6. **INSPECTION, REJECTION AND RETURN OF GOODS:** Goods received by Purchaser from Components Express shall be subject to inspection and approval by Purchaser. If any of the goods are found not to conform to any samples or drawings, or to be defective in material or workmanship, or damaged in transit, or otherwise not in conformity with the terms, conditions and specifications of this Purchase Order, Purchaser shall have the right to reject and return all or a portion of such goods, either at the time of delivery or within a reasonable time after Purchaser has knowledge of any objectionable or nonconforming feature of the goods.
7. **COMPONENTS EXPRESS'S PROPERTY:** Unless otherwise agreed in writing all tools, equipment or material of any description furnished by Purchaser to Components Express and any replacement of the foregoing, or any materials affixed or attached to the foregoing, shall be and remain the property of Purchaser.
8. **CHANGES:** Purchaser shall have the right to make changes in this Purchase Order; provided, however, that no change shall be effective unless accepted in writing by Components Express and such change is not made within 30 days of the date on which the goods are scheduled to be delivered or the services are to be preformed. If such changes affect delivery of goods or performance of services or the amount to be paid by Purchaser, Components Express shall notify Purchaser immediately and negotiate an adjustment.
9. **ASSIGNMENT:** Purchaser shall not be permitted to assign this Purchase Order or any duties to be preformed by Purchaser under its terms or any payment due or to become due under it unless Components

Express gives prior written consent to the assignment.

10. **WARRANTY:** Components Express warrants that all goods furnished under this Purchase Order will be free from defects in material and workmanship, conform to all applicable specifications, drawings, samples, and descriptions and, unless of Purchaser's own design, will be free from design defects. Components Express further warrants that all services performed under this Purchase Order will be free from defects in workmanship and materials, and comply with all applicable laws, rules and regulations and all specifications, descriptions, and drawings. All warranties shall run to Purchaser and its customers for the same period of time that Purchaser's warranties run to Purchaser's customers. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
11. **SET-OFF:** Components Express shall be entitled at all times to set off any amount owed to Components Express by Purchaser or owed to any of Components Express' affiliated companies by Purchaser against any amount payable at any time by Components Express in connection with this Purchase Order. As used herein, "affiliated companies" means any company that is controlled by, controls or is under common control with Components Express.
12. **COMPLIANCE WITH LAWS:** Each party shall comply with all applicable state, federal and local laws, rules and regulations, and shall furnish certificates of compliance whenever requested by the other party.
13. **NON DISCLOSURE OF COMPONENTS EXPRESS' INFORMATION:** Purchaser acknowledges that all data, designs, specifications and other information supplied to Purchaser by components Express under or in connection with this Purchase Order are trade secrets of Components Express and are supplied to Purchaser solely for the purpose of Purchaser performing its obligations under this Purchase Order. Purchaser shall not use or disclose any data, designs, specifications or other information belonging to or supplied by or on behalf of components Express, whether on a confidential basis or otherwise, except in the performance of this Purchase Order. Upon Components Express' request, such data, designs, or other information, and copies, shall be returned to Components Express. Purchaser shall not, without the prior written consent of Components Express, disclose information contained in or disclose to Purchaser under or in connection with this Purchase Order except as required to perform its obligations under these terms.
14. **INDEMNIFICATION:** Components Express shall defend, indemnify and hold Purchaser harmless of, from and against any and all loss, damage, liability and expense, including court cost and reasonable attorneys' fees, arising out of any breach by components Express of the terms and conditions of this Purchase Order. Purchaser shall defend, indemnify and hold Components Express harmless of, from and against any and all loss, damage, liability and expense, including court cost and reasonable attorneys' fees, arising out of any breach by Purchaser of the terms and conditions of this Purchase Order. Notwithstanding the foregoing, a party's maximum aggregate indemnification liability for any damages, liabilities, actions, claims, cost and expenses, including attorneys' fees, arising from any breach by the other party shall in no case exceed the total purchase price for the goods or services to be provided under this Purchase Order. In addition, in no event shall a party be liable to the other for special, incidental, punitive or consequential damages of any nature, including, without limitation, lost profits.
15. **PRICE:** The prices to be paid for the goods ordered or services to be performed pursuant to this Purchase Order shall be as set forth on the face of this document, unless otherwise indicated or agreed to in writing and signed by Purchaser, If Components Express's current prices are higher than stated on the face of this Purchase Order, this Purchase Order may not be accepted by Components Express and any change in price must be approved in writing signed by Purchaser before release for shipment, or, if this is a special order, before commencing manufacture, or in the case of services, before the performance of any of the services.
16. **LABOR DISPUTES:** Whenever any actual or potential labor disputes delays or threatens to delay the timely performance of this Purchase Order by Components Express, Components Express shall immediately give notice to Purchaser.
17. **FORCE MAJEURE:** Components Express reserves the right to suspend shipment of the goods ordered or performance of the services requested under this Purchase Order or terminate this Purchase Order in the event of a strike against Components Express or Components Express' customers, suppliers, labor disputes, accident, storm, fire, war, riot, embargo, government regulation or restriction, act of God, or other contingencies that are beyond the control of Purchaser. Components Express may terminate this Purchase order if such event continues for more than thirty (30) days. If Components Express terminates this Purchase Order under this section 17, Purchaser shall have no liability to Components Express except for payment for goods delivered and accepted or services performed and accepted by Purchaser prior to the termination.
18. **SALES, USE AND FEDERAL EXCISE TAXES:** Purchaser shall be solely responsible for any U.S. excise taxes or state or local sales or use taxes imposed on the goods to be supplied.

19. MISCELLANEOUS: The section headings contained herein are not part of this Purchase Order, but are included solely for the convenience of the parties. The provisions of this Purchase Order are severable, and if any provision is held to be unenforceable, the remaining provisions will continue in full force and effect. Failure of Purchaser at any time to require Components Express' performance of any obligation shall be construed as a waiver of any breach or default under this Purchase Order. Components Express shall be permitted recovery of any cost or expenses (including reasonable attorneys' fee) incurred by Components Express in (i) the collection of any monies owing or (ii) the enforcement of any term or provision under this Purchase Order, which amounts Purchaser hereby agrees to pay in full upon demand.
20. CHOICE OF LAW: This Purchase Order shall be construed and enforced pursuant to the laws and decisions of the State of Illinois, as such laws and decisions relate to agreements entered onto and to be fully performed therein.
21. JURISDICTION: Venue over any dispute arising under or in connection with this Purchase Order shall reside exclusively in the state and federal courts located in the State of Illinois, and Purchaser and Components Express consent to the personal jurisdiction of such courts. The parties each waive any objection based on forum non conveniens and waive any objection to venue of any action instituted hereunder.

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