

Terms & Conditions

Unless otherwise stated in writing the following conditions shall apply:

1. Quotations and Acceptance

Quotations are valid for 30 days unless otherwise noted on the quote itself and represent no obligation until the Seller accepts an order in writing.

Terms are Net 30 days from invoice date, prices are FOB Los Alamitos. Prices do not include taxes, freight or duty. In the absence of a prior agreement as to shipping, SemiDice may select a carrier. SemiDice's responsibility for any loss or damage ends when products are handed to a carrier for shipment.

SemiDice, Inc. (known as 'Seller') reserves the right to modify terms prior to shipment, require payment in advance, delay or cancel any shipment by reason of customer's creditworthiness. All Terms and Conditions stated herein apply to SemiDice Components, LTD a subsidiary of SemiDice, Inc.

In the event of inconsistency between the Seller's and Buyer's conditions the Seller's conditions shall prevail.

The Seller agrees that if this purchase order is accepted, by shipment of products or otherwise, the contract with respect to products covered on the purchase order will consist of the terms and conditions appearing on the face and back hereof.

The Seller agrees to flow down applicable requirements of the purchase order to all suppliers and contractors involved in purchase order fulfillment.

Delivery dates are stated in good faith with every effort made to meet such dates. The Seller will not accept liability for any consequence arising from delays in delivery.

2. Changes or Cancellation

Buyer by written order may make changes within the general scope of the purchase order, drawings, and method of shipment or place of delivery. If any such change causes a change in cost or delivery and equitable adjustment shall be made.

Scheduled delivery dates are firm and may not be changed within 45 days of delivery date without written consent. Outside of 45 days will be at Sellers's discretion.

Buyer shall accept all products as ordered. Cancellation of the order will not be allowed without the written consent of a SemiDice representative. In the event of a cancellation by the Buyer, for any reason, in addition to all other charges and damages, Buyer may be required to pay a cancellation fee which will be determined by SemiDice based on expenditures incurred as of the date of cancellation. Unless previously agreed to in writing, all orders for die and wafer products are Non-Cancellable and Non-Returnable.

3. Warranty

Seller warrants that the product delivered will be free from defects and workmanship and materials will be in accordance with drawings if applicable, excluding customer supplied materials for 30 days. The foregoing limited warranty shall not apply to any products that have been repaired or altered by another person other than a representative from SemiDice or have been subjected to operating and/or environmental conditions in excess of maximum rated values or otherwise been subjected to misuse, damage or improper installation. Any goods returned shall be delivered to the Seller's premises at the Buyer's expense and if found not to be defective or the defect is found to be attributable to the Buyer's design or handling will be returned at the Buyer's expense and subject to a handling charge. Seller's liability for any damages is expressly limited to the purchase price of products delivered. The Seller shall have no liability for the Buyer's consequential or collateral damages.

No credit will be allowed on goods returned without the Seller's written consent.

Seller warrants the materials delivered unless specifically stated otherwise, shall only be obtained directly from the original manufacturer or an authorized distributor and not be, or contain, counterfeit items and reflect authentic, unaltered labels and other markings.

Liability is limited to processing costs only for customer supplied material and does not include the market value of material supplied.

4. Equal Opportunity

Seller agrees to comply with all local, state and federal laws, orders, regulations and ordinances regarding discrimination in employment against any individual on the basis of race color, religion, sex, age or handicap.

5. Quality Control Provisions

Upon the Buyer's request, Seller may grant to Buyer and its agents access to Seller's manufacturing facilities, quality and control data for Buyer to ascertain Seller's ability to consistently supply an acceptable quality product.

For each shipment Seller will maintain records to substantiate compliance with Buyer's mechanical, electrical, environmental and process requirements. Seller will make such records available for inspection by Buyer or its authorized agents.

6. Gratuities Prohibited

Seller Warrants and agrees that it will abide by Buyer's policy and that Buyer's employee's and agents accept no gratuities from its vendors.

7. EAR and ITAR Regulations

Buyer agrees that unless prior authorization is obtained from the US Dept. of Commerce, neither the Buyer nor its subsidiaries shall export, or release, directly or indirectly, any product (as defined and set down in parts 772 & 734 of the EAR, Export Administration Regulations) received from SemiDice, Inc., or export, re-export to any destination or country to which the export, re-export or release of the product is prohibited by the EAR. Buyer furnishes the assurance to SemiDice, Inc. that they are in compliance with Part 740 (Technology Under Restriction) Buyer further agrees to obtain any necessary export license or documentation prior to the exportation or re-exportation of any SemiDice, Inc. product. Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any product directly or indirectly to any entity or country prohibited by US or applicable non-US laws. SemiDice, Inc. is ITAR Registered with the Directorate of Defense Trade Controls. All requirements of ITAR will be met concerning the handling of documents, information, and licenses.