

Terms and Conditions of Sale

This document summarizes OnFILTER, Inc. terms and conditions of sale. By purchasing a product or a service from OnFILTER you agree to these terms and conditions. No agent, distributor, reseller, or business partner of OnFILTER is authorized to modify these terms and conditions.

1. Definitions

In this document, the following words shall have the following meanings:

- "Seller" means OnFILTER, Inc.
- "Buyer" means the entity or person who buys Goods
- "Goods" means the articles to be supplied to the Buyer by the Seller;
- "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property.

2. Fitness for the Purpose

Seller does not guarantee that its products will perform or work in or be suitable for any specific application or purpose. Seller's only guarantee is that its products meet their specification published at the time of purchase. It is the Buyer's responsibility to determine fitness of Seller's products to the Buyer's needs.

3. No Returns, No Refunds

Most of Seller's products are made to order. Seller does not offer refund nor accepts product returns except as described in Warranty statement.

4. Description

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, Buyer hereby affirms that it does not in any way rely on any description when entering into the contract. It is Buyer's responsibility to order correct product and model number.

5. Quotes

When Seller provides a quote for a product or a service, this quote is valid for 30 calendar days since issuance after which it becomes null and void.

6. Prices

All prices quoted are subject to change, without notice, at any time prior to Seller's acceptance of Buyer's order, to such prices prevailing at the time of acceptance. Prices are subject to correction for error.

All prices are ex-factory, Santa Cruz, CA, USA. All shipment costs, taxes, freight and duties are the responsibility of the Buyer.

Prices for Seller's products and services are in U.S. dollars.

7. Payment

Payments to the Seller shall be made in U.S. dollars.

Credit terms may be offered subject to satisfactory credit verification of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.

Where credit is offered payment of the price, taxes, import duties and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.

The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 per cent per annum above the base rate of the U.S. Federal Reserve.

If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

- require payment in advance of delivery in relation to any Goods not previously delivered;
- refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery

8. Shipments

All shipments F.O.B. office of Seller in Santa Cruz, California, USA, or its assigned agent and are exclusive of all taxes, duties, and freight charges, which shall be paid by the Buyer. Delivery to carrier constitutes delivery to Buyer, even if the freight is paid by the Seller.

Except for obligations stated under "Warranty" herein, Seller's responsibility for goods ceases upon delivery to the carrier. In the event of loss or damage during shipment, buyer's claim shall be against the carrier only.

9. Risk of Loss

It is the Buyer's responsibility to seek compensation from the carrier for damaged or missing freight. Seller shall not be responsible for any claims or damages resulting from a delay in delivery or failure to perform which results from: governmental regulations, strike, lockouts, accident, fire, delays in manufacturing, transportation, acts of God, or any other causes beyond the control of Seller. In case of partial or complete destruction of goods, Seller is excused unless destruction is due to Seller's own negligence.

10. Issues with Delivery

Buyer shall notify Seller of any visible defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment. Failure to notify Seller in writing of any visible defects in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products based on visible defects, shortages or incorrect shipments.

11. Limit of Liability

Maximum aggregate liability of Seller for any and all losses, liabilities, expenses (including legal expenses), damages, lost profit, claims or actions incurred under or in connection with a specific order arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed the paid price for Seller's products or services.

12. Life- or Mission-Critical Applications

Seller's products are not designed for any critical applications. "Critical applications" shall mean life support systems, certain medical applications, connections to implanted medical devices, commercial transportation, nuclear facilities or systems, or any other applications where product failure could lead to injury to persons, or loss of life, or property damage.

Seller's products shall not be used in life- or mission-critical applications. While Seller believes it designs and manufactures very reliable products, many of the Seller's suppliers do not recommend or endorse the use of their products in life- or mission-critical applications. By extension, Seller must adhere to the same business policy.

Some of Seller's products have "hospital grade" option. This merely means compliance with leakage current requirements of appropriate standards for EMI filters and use of hospital grade cables and interconnects. Seller's "hospital grade" products, while suitable for non-critical applications in medical environment, shall not be used in life- or mission-critical applications.

Disclaimer

Seller's products are not designed, intended, authorized, tested, or listed for use in systems intended to support or sustain life, or for any other application in which the failure of an Seller's product could create a situation where personal injury or death may occur. Should Buyer purchase or use Seller's products for any such unintended or unauthorized application, Buyer shall indemnify and hold Seller and its officers, employees, subsidiaries, affiliates, agents, partners and distributors harmless against all claims, costs, damages and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim or personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that Seller was negligent regarding the design or manufacture of the product.

13. Waiver

Failure by the Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.