

# Terms and Conditions of Sale

RH Electronics, Inc. — Quality Management System · Document TCS-01 · Revised 2026

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## 1. Preliminary

### 1.1 Definitions

"Buyer" means the person or entity that accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller. "Goods" means the goods which the Seller is to supply in accordance with these Conditions and as specified on the applicable quotation, order acknowledgement, or invoice. "Seller" means RH Electronics, Inc., having its principal place of business in San Diego County, California, U.S.A. "Conditions" means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Buyer and the Seller. "Contract" means the contract for the purchase and sale of the Goods.

### 1.2 Acceptance

Acceptance by Seller of Buyer's purchase order for all Goods to be sold by Seller to Buyer is conditioned on Buyer's agreement to these terms and conditions. Buyer's receipt of the Goods shall be deemed an acceptance of these terms and conditions. All orders are subject to acceptance by an authorized representative of Seller, evidenced by Seller's written order acknowledgement addressed to Buyer. If these terms and conditions are not acceptable, Buyer must notify Seller in writing within five (5) days of the date of the order acknowledgement; otherwise, Buyer agrees that these terms and conditions shall be the exclusive terms and conditions of sale except as otherwise expressly agreed to in writing by Seller.

### 1.3 Headings

The headings in these Conditions are for convenience only and shall not affect their interpretation.

#### 1a. Returns

Returns are normally accepted when completed within thirty (30) days of the ship date. If Seller agrees to accept a return, return-freight charges must be prepaid by the Buyer; Seller shall not accept C.O.D. shipments. Some products may require return directly to the manufacturer. All items must be in the original packaging and in resalable condition. Buyer must contact a Seller sales representative to obtain a Return Materials Authorization (RMA) number and addressing instructions prior to returning product. Any ESD-sensitive product returned that has not been handled properly will not be eligible for credit. The foregoing statements concerning returns do not apply to products designated NON-CANCELABLE / NON-RETURNABLE.

#### 1b. Counterfeit Product Prevention

Only products originally shipped from Seller, or from a supplier at Seller's direction (drop-ship), will be accepted for return to Seller. All other products shall be promptly quarantined and disposed of or returned to the Buyer. By returning products to Seller, the Buyer certifies that the products were purchased from Seller and that there has been no substitution, in whole or in part, of the same or similar product from another supplier, distributor, or other source. Returns must be in the original packaging (manufacturer's or Seller's) and in unused condition, except when returned as defective. ESD-sensitive products must not be opened except under controlled conditions.

## 2. Quotations

Quotations issued by Seller are valid for thirty (30) days from the date of issue unless otherwise stated on the face of the quotation or withdrawn earlier by Seller in writing. Quotations are based on quantities, date codes, packaging, and delivery schedules stated therein; any change requested by Buyer may result in revised pricing or delivery. Quoted prices do not constitute a reservation of inventory; all quotations are subject to prior sale.

## **2.1 Compliance**

An order may contain licensable technical data or items covered under the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR). Prior to any export, re-export, or release to any non-U.S. person or entity of licensable items or data, Buyer must obtain all required approvals from the appropriate U.S. Government agency, including the U.S. Department of State, Directorate of Defense Trade Controls, where applicable. It is the Buyer's sole responsibility to determine the export-control status of the Goods and to comply with all applicable export laws and regulations.

## **3. Prices; Terms of Payment**

### **3.1 Prices**

Prices are stated in U.S. dollars and, unless otherwise specified in writing, are exclusive of freight, insurance, duties, tariffs, taxes, and special packaging, all of which are the responsibility of the Buyer. Prices applicable to an order are those stated on Seller's written order acknowledgement. Seller reserves the right to correct clerical or typographical errors in pricing at any time prior to shipment.

### **3.2 Terms of Payment**

Seller offers the following payment methods: check, MasterCard, VISA, C.O.D., and prepayment by wire transfer, as well as net terms to qualified Buyers as determined by Seller in writing. Payment must be made in U.S. dollars. Seller reserves the right to require payment in advance and to otherwise modify credit terms. When partial shipments are made, payment for each partial shipment shall become due in accordance with the designated terms upon issuance of Seller's invoice for that shipment. If shipment of the Goods is delayed for any cause attributable to the Buyer, payment shall become due from the date on which Seller is prepared to make shipment, and storage thereafter shall be at Buyer's risk and expense. If, in the sole judgment of Seller, the financial condition of the Buyer at any time does not justify continued shipment on the terms specified, Seller may require full or partial payment in advance of delivery, and may cancel this Contract and any other contracts then existing between Buyer and Seller, in which case all amounts owed to Seller shall become immediately due and payable unless Buyer promptly supplies collateral security reasonably satisfactory to Seller. Payments not made when due shall be subject to a service charge of 1.5% per month (18% per annum) to compensate for loss due to delay in receiving payment. Buyer agrees to pay all fees (including collection fees, reasonable attorneys' fees, court costs, and other associated costs) incurred by Seller as a result of Buyer's failure to pay Seller's invoice within the terms set forth therein.

## **4. Delivery**

### **4.1 Force Majeure**

Seller shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, epidemic, war, terrorism, embargo, governmental action, labor disputes, transportation shortages, supplier delays, allocation, or inability to obtain materials. In the event of such delay, the time for performance shall be extended for a period equal to the duration of the delay, and Seller may allocate available product among its customers in any manner Seller deems reasonable.

### **4.2 Delays**

Where a specific shipping date is not designated on the face of the order acknowledgement or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delay in filling orders, nor shall Seller be liable for any loss or damage resulting from such delays. Delivery dates are estimates only.

## **5. Duties and Taxes**

Unless otherwise stated in writing, prices do not include any federal, state, or local sales, use, excise, value-added, or similar taxes, nor any customs duties, tariffs, brokerage, or import/export fees. All such charges shall be paid by the Buyer

or, where Seller is required to pay or collect them, shall be added to the invoice and paid by the Buyer unless Buyer provides Seller with a valid exemption certificate acceptable to the relevant taxing authority.

## **6. RH Electronics's Limited Warranty**

The Buyer must notify Seller in writing within ninety (90) days from the date of shipment of any product claimed to be defective. Seller warrants only that, at the time of shipment, the Goods conform to the description on the face of the order acknowledgement and meet the original manufacturer's published specifications in effect at the time of original manufacture. Seller's sole obligation under this warranty is, at Seller's option, to replace the nonconforming Goods or to issue credit for them, as further described in Section 12 (Claims; Notice of Defects).

## **7. Warranty Disclaimer**

**EXCEPT AS EXPRESSLY STATED IN SECTION 6, THE SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, WHICH EXTENDS BEYOND THE DESCRIPTION OF THE GOODS STATED ON THE FACE HEREOF. CLAIMS THAT THE GOODS ARE NON-CONFORMING SHALL BE DEEMED WAIVED AND RELEASED BY THE BUYER UNLESS MADE IN WRITING WITHIN TEN (10) DAYS AFTER ARRIVAL OF THE GOODS AT THE POINT OF DESTINATION TO WHICH THE GOODS ARE TO BE SHIPPED. THE SELLER MAY CURE ANY DEFECT AS TO THE CONFORMITY OF THE GOODS BY REPLACEMENT THEREOF WITH CONFORMING GOODS.**

## **8. Risk of Loss and Passage of Title**

### **8.1 Risk of Loss**

Unless otherwise agreed in writing, all shipments are F.O.B. Seller's facility, Oceanside, California. Risk of loss or damage to the Goods passes to the Buyer upon Seller's delivery of the Goods to the carrier. Claims for loss or damage in transit are the Buyer's responsibility and shall be made by the Buyer directly against the carrier.

### **8.2 Passage of Title**

Title to the Goods passes to the Buyer upon delivery of the Goods to the carrier at Seller's facility; provided, however, that Seller retains a purchase-money security interest in the Goods until payment in full is received, and Buyer authorizes Seller to file such financing statements as Seller deems necessary to perfect that interest.

## **9. Remedies**

In addition to all rights Seller may have with respect to the sale of Goods, the Seller shall have the right at any time, for credit reasons or because of Buyer's default under or repudiation of this Contract or any other contract between the Seller and the Buyer, to withhold shipment of the Goods in whole or in part, to recall Goods in transit, retake the same, and repossess all Goods which may be stored with the Seller for the Buyer's account, without the necessity of taking any other action. The Buyer agrees that all Goods so recalled, retaken, or repossessed shall become the absolute property of the Seller, provided that the Buyer is given full credit therefor, and that the Seller may offset against any indebtedness owed by it to the Buyer any amounts then owed by the Buyer to the Seller. The foregoing shall not be construed as limiting in any manner any of the rights or remedies of the Seller arising under the California Uniform Commercial Code or any other applicable law, which are available to the Seller upon any default by the Buyer of any of the terms or conditions of this Contract.

## **10. Consequential Damages**

**IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER FOR LOSS OF PROFITS, LOSS OF USE, OR DAMAGE OF ANY KIND BASED UPON A CLAIM FOR BREACH OF WARRANTY OR FOR BREACH OF CONTRACT, INCLUDING**

**WITHOUT LIMITATION CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES, EVEN IF SUCH LOSS OR DAMAGE IS CAUSED BY SELLER'S NEGLIGENCE OR OTHER FAULT.**

## **11. Cancellation**

Acceptance of an order by Seller shall be an irrevocable sale and is non-cancelable by Buyer. Any cancellation must be accepted by Seller in writing, and Seller shall have the right to retain all amounts paid to it by Buyer as a nonrefundable deposit against payment of the purchase price, without further liability of Seller to Buyer. Buyer will be responsible for all fees and expenses (including reasonable attorneys' fees and expenses) incurred by Seller as a result of the cancellation of any order.

## **12. Claims; Notice of Defects**

In the event the Goods delivered hereunder are claimed to be defective, the Seller shall be given reasonable notice of such defect and an opportunity to inspect such Goods or, upon the request of Seller, shall be given immediate access to such Goods or the Goods shall be returned to Seller for inspection at Buyer's expense. Buyer shall carefully inspect all Goods promptly on receipt from the carrier and report any quality or quantity shortages or defects to the Seller within ten (10) days of receipt thereof. In any event, all claims against the Seller arising out of the sale of the Goods shipped hereunder must be made within ten (10) days after receipt by the Buyer. The Seller represents the Goods to meet the original manufacturer's published specifications at the time of original manufacture; the Goods are not represented to function in any application that exceeds the original manufacturer's published specifications. All claims for defect must be made in writing and shall be supported by commercially acceptable failure analysis. The Seller shall be obligated only to replace defective Goods or to allow credit for such Goods, at the Seller's sole option, and shall not be obligated to pay for any transportation or other fees, costs, or expenses, or for any losses or damages of any kind. The Seller's total liability related to the sale of the Goods shall not exceed the stated value of the Goods on the applicable order, and pursuant to Section 10 the Seller shall not be liable for any additional costs. The terms of the order shall supersede any conflicting terms in the Buyer's terms and conditions regarding cancellation, return of the Goods, or liability.

## **13. Patents**

Seller does not warrant that the Goods, or Buyer's use of the Goods, are free from infringement of any patent, trademark, copyright, mask work, or other intellectual-property right of any third party. As a distributor, Seller supplies Goods manufactured by others; any intellectual-property indemnification available to the Buyer is solely that provided by the original manufacturer, to the extent transferable. Buyer shall indemnify and hold Seller harmless from any claim of infringement arising out of Buyer's designs, specifications, applications, or combination of the Goods with other products.

## **14. Amendments**

None of the terms and conditions of the sale of the Goods may be amended in any respect unless consented to in writing and signed by an authorized representative of the Seller.

## **15. Assignability**

The terms and conditions of this Contract shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer, and may be assigned to any successor organization or affiliate of the Seller without written consent of the Buyer, but shall not be assignable by the Buyer without prior written consent of the Seller.

## **16. Waiver**

No waiver by Seller of any breach of these Conditions shall be considered a waiver of any subsequent breach of the same or any other provision. The failure of Seller to enforce at any time any provision of these Conditions shall not constitute a waiver of that provision or of the right thereafter to enforce each and every provision.

### 17. Governing Law

The respective rights and obligations of the Buyer and the Seller arising out of the sale of Goods hereunder shall be governed by and construed under the laws of the State of California, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

### 18. Submission to Jurisdiction

The Buyer irrevocably submits to the jurisdiction of any San Diego County, California court of competent jurisdiction or federal court sitting in the State of California, and appoints the Secretary of State of the State of California as its authorized agent to accept and acknowledge on behalf of the Buyer service of process which may be served upon the Buyer by the Seller in any such suit, action, or proceeding.

### 19. Notices; Communications

All notices and other communications to be given to the Buyer or the Seller hereunder with respect to the Goods shall be given in writing by certified mail, express courier, or hand delivery to an officer of the Buyer or the Seller, as the case may be, at their respective addresses as stated on the applicable order documents.



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