



Terms and Conditions

1. Except as otherwise set forth on the front of this document: Terms of payment are net 30 days from invoice date; prices are FOB Homeland Components Inc facility; and prices do not include any duty or other similar charges, payment of which will be the sole responsibility of customer. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. Homeland Components Inc reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's credit worthiness or should customer fail to fulfill any obligation when due.
2. In the absence of prior agreement as to shipping, Homeland Components Inc may select the carrier, to customer, or to customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first. Customer will pay for storage charges if products are held by Homeland Components Inc at customer's request pending instructions or rescheduled delivery.
3. Homeland Components Inc warrants those products assembled or customized by it against cause solely by the faulty assembly or customization for 30 days after delivery. All other products and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Homeland Components Inc or the manufacturer. Customer's exclusive remedy, if any, under these warranties is limited, at Homeland Components Inc.'s election, to any one or (a) refund of customer's purchase, (b) repair by HyperActive Components or the manufacturer of any products found to be defective, or (c) replacement of any such product. Customer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES OR OTHER DESCRIPTIVE LITERATURE) BY HOMELAND COMPONENTS OR ANY OTHER PERSON EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. HOMELAND COMPONENTS INC ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCTS SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO HOMELAND COMPONENTS INC BY OR ON BEHALF OF CUSTOMER. Use of the customer's part number on this document or on any products is for convenience only and does not constitute any representation by Homeland Components Inc with respect to the performance, specifications, or fitness of any part for any purpose.
4. Customer is responsible for all costs and expenses incurred by Homeland Components Inc in collecting any sums owing by customer (which may include, but are not limited to, collection agency and reasonable attorney fees). If Homeland Components Inc incurs costs collecting on any judgment arising out of customer's breach, customer will be responsible for them, and this provision will survive the entry of any such judgment. Homeland Components Inc shall have the right to offset any sum owed by Customer to Homeland Components Inc or any Homeland Components Inc subsidiary. All transactions are governed by the laws of the State of Florida. The parties waive any right to trial by jury.
5. Products are deemed accepted by customer unless customer notifies Homeland Components Inc in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Authorization Form issued by Homeland Components Inc.

If customer refuses to accept tender or delivery of any products or Returns any products without authorization from Homeland Components Inc, such products will be held by Homeland Components Inc awaiting customer's instruction for 20 days, after which Homeland Components Inc may deem the products abandoned and disposed of them as it sees fit, without crediting customer's account.

6. Homeland Components Inc will not be liable for any failure or delay in its performance or in the delivery or shipment of products, or for any damages suffered by customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Homeland Components Inc.'s suppliers or any other cause or causes beyond Homeland Components Inc.'s control. Homeland Components Inc reserves the right to cancel without any liability any order, the shipment of which is or may be delayed for more than 30 days by reason of such cause. Homeland Components Inc reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any product which is in short supply.
7. All quotations and sales are made only upon these terms and conditions and those on the front of this document. This document and not any purchase order or other customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer or counter offer and is a rejection of any other terms or conditions. Customer, by accepting any products, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not Homeland Components Inc will specifically or expressly object to any of customer's terms. Homeland Components Inc.'s failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed in writing by a duly authorized officer of Homeland Components Inc before becoming binding on Homeland Components Inc.
8. If customer's order is placed under a contract with the United States Government, Homeland Components Inc agrees to comply with those contract provisions and regulations with which, pursuant to law, it must comply and of which customer has, at the time of order placement, placed Homeland Components Inc on notice. On no event will the United States Government Cost Accounting Standards apply. All right in technical data and software owned or licensed by Homeland Components Inc or the Manufacturer are hereby reserved and deemed restricted or limited. No provision of customer contract with the government will be binding on Homeland Components Inc or the manufacturer except as expressly set forth in this paragraph. Unless specifically otherwise agreed in writing by Homeland Components Inc, acknowledges that products sold by HyperActive Components are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold Homeland Components Inc harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.
9. Products may be subject to export or resale restriction or regulation, and customer acknowledges that it will comply with such restrictions and regulations. Products may have been imported. Any statement as to product country of origin or compliance with applicable law (including, without limitation, that products are lead free or RoHS compliant) is as provided to by its suppliers, and Homeland Components Inc does not warrant its accuracy and will not be liable for any error with regard to same. Customer uses such information at its own risk.
10. Homeland Components Inc certifies that it complies with all applicable requirements of Section 6, 7 and 15 of the Fair Labor Standard Acts, as amended, and of regulation and orders of the United States Department of Labor issued under Section 14 thereof.
11. Except for the warranty coverage reference in paragraph 3, above. NEITHER HOMELAND COMPONENTS INC NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO

CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN HOMELAND COMPONENTS INC'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED HYPERACTIVE COMPONENTS OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.

12. The performance of any value-added service may void the manufacturer's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable. Any third party value-added service provider is deemed to be an agent of customer.
13. Any software or any intellectual property included in or relating to products is supplied by its manufacturer or licensor. Homeland Components Inc makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all requirements with regard to proprietary and similar rights in and to any intellectual property (including any requirement to enter a separate license agreement and prohibitions against duplicating or disclosing the same), even if the seal on any "shrink wrapped" software has been broken by Homeland Components Inc. If customer provides Homeland Components Inc with any intellectual property, customer warrants that it has all necessary legal rights to such property. Customer warrants that it has all necessary legal rights to such property. Customer will indemnify Homeland Components against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of the requirements described in this section.
14. Homeland Components Inc may assign accounts receivable to a Homeland Components Inc affiliate. In order to defray the cost of customer account administration, any credit balance or other sum owed to customer that remains unclaimed by customer for a period of eighteen months will become the property of Homeland Components Inc.
15. No order may be cancelled, rescheduled or reconfigured without Homeland Components Inc.'s prior written authorization and, in such event; customer will be liable to Homeland Components Inc for any additional cost and expenses incurred by Homeland Components Inc. Prices are subject to change by Homeland Components Inc upon customer rescheduling or reconfiguration of orders. Prices are also subject to change in response to supplier price increases, whereupon, customer may cancel the undelivered portion of any affected order by delivering written notice to Homeland Components Inc prior to the shipment thereof and within 10 days of its receipt of notice of the price increase.