

ALL AXIS MACHINING and/or HEATSINKS.COM - TERMS AND CONDITIONS OF SALE

A. AGREEMENT 1. These Terms and the provisions on the face hereof or agreement to which these Terms are attached shall constitute the entire agreement ("Agreement") between BUYER and SELLER as to the sale of these goods, and shall supersede all prior oral or written agreements and can be modified or canceled only by an agreement in writing. In case of any inconsistency between these Terms and other provisions of the Agreement, such other provisions shall prevail. BUYER expressly WAIVES all provisions contained in any of BUYER's correspondence or forms involved in this sale which negate, limit, extend or conflict with the Agreement. 2. BUYER agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by SELLER, its employees, agents or representatives other than as expressly set out in this Agreement.

B. QUOTATIONS If no expiration date is shown on the face of the quotation, Quotations are firm for thirty (30) days from issue date. After expiration date prices are subject to change without notice. Typos & clerical errors are subject to corrections. Quoted prices are based on the assumption that the entire release quantity will be produced at one time. Any restriction to this option may result in an increase in price to the correct price for the quantity firmly released for production. All prices are based on the quantity ordered at one time and to be shipped to one destination, bulk packaged, unless otherwise stated. All Axis Machining and/or Heatsinks.com reserves the right to make partial shipments, consistent with the terms regarding delivery set forth below. All prices are subject to change without prior notification. Contact All Axis Machining and/or Heatsinks.com for charges on special packaging or multiple shipments. All quotations by All Axis Machining and/or Heatsinks.com are tentative and any other shall not be binding upon All Axis Machining and/or Heatsinks.com until accepted in writing by All Axis Machining and/or Heatsinks.com. No additional or different terms in BUYER's purchase order or other communication shall constitute a part of the quotation unless expressly agreed to in writing by an officer of All Axis Machining and/or Heatsinks.com. Additionally, no provision of the quotation may be changed or waived in any respect except in writing by an authorized representative of All Axis Machining and/or Heatsinks.com. In no event shall All Axis Machining's and/or Heatsinks.com's failure to object to any additional or different provision in BUYER's purchase order or elsewhere be deemed an acceptance of such provision or a waiver or any provision of this quotation.

C. ORDER ACCEPTANCE All orders are subject to acceptance by All Axis Machining and/or Heatsinks.com, at its home office, Plano, TX. No changes in the terms set forth or in specifications or other matters relating to the goods or the transactions shall be binding All Axis Machining and/or Heatsinks.com without All Axis Machining and/or Heatsinks.com prior written consent. All Orders are Non-Cancelable and Non-Returnable in whole or in part because of the custom nature of the products purchased. Cancellation requests may be submitted by BUYER in writing for consideration by All Axis Machining and/or Heatsinks.com. Such consent shall in no event be given unless BUYER pays to All Axis Machining and/or Heatsinks.com its costs and expenses (the basis will include any special materials, excess inventory, work-in-progress, tooling or special tools, minimum, parts in process, special tools relating to the cancelled order, engineering expenses, overhead and all commitments to its suppliers and subcontractors) plus profit, all as determined by All Axis Machining and/or Heatsinks.com. If a cancellation is allowed, all or any portion of an order shall be subject to cancellation charges, All Axis Machining and/or Heatsinks.com will be the sole determiner of cancellation charges the basis of which order and other costs or expenses reasonable related to the cancellation. Purchase Orders will be confirmed back to BUYER with an Order Acknowledgement indicating the estimated delivery date and revision level of product on file. It is BUYER's responsibility to review the confirming to verify part number and revision level. Estimates of delivery appearing on order acknowledgements, or given to the BUYER in any other manner are approximate, and are subject to the contingency of strikes, fire, accidents, or other causes of delay beyond the SELLER's control. SELLER shall not be liable for any default or delay in performance due to labor difficulties, material shortages, war, government regulations, interruptions of transportation facilities, fire, flood or other causes beyond the SELLER's control. All orders (including term contracts, and blanket orders) shall have a term limit of one year from the date of the order entry unless specific exception is granted by us in writing. SELLER therefore reserves the right to ship and invoice for all unreleased quantities, not so excepted, and such shipments shall be subject to our standard terms of payment. SELLER reserves right to adjust pricing to all accepted purchase orders if raw material pricing increases by 15% in any given month.

D. CHANGES TO PURCHASE ORDERS All Orders are accepted with the understanding the parts or material furnished will be in accordance with drawings/ blue prints and specifications on hand at All Axis Machining and/or Heatsinks.com through files furnished to All Axis Machining and/or Heatsinks.com with the BUYER's order and which have been specifically agreed to and accepted by All Axis Machining and/or Heatsinks.com in writing as applicable to such order. Any reduction in purchase order quantities will be subject to a surcharge to recover commitments made for minimum material purchases All Axis Machining and/or Heatsinks.com assumes no responsibility for any changes in specifications and / or blue prints, unless such changes are confirmed in writing by BUYER and accepted in writing by All Axis Machining. Any price variation resulting from such changes shall become effective immediately upon the acceptance or such charges. Design Changes requested before parts have been started require a new quotation to be generated. If any such change directly affects the prices or delivery schedules of Goods or Services, an equitable adjustment may be made and will be noted in the form of a new quotation. If after reasonable and good-faith efforts, the parties are unable to agree upon the amount of adjustment, All Axis Machining and/or Heatsinks.com may terminate, without any charge or liability, buyers purchase order as to all Goods and Services Affected but in no case alleviate buyers responsibility to pay surcharges to recover All Axis Machining and/or Heatsinks.com costs and expenses. Design Changes requested after parts have been started in production will be subject to pricing surcharges to recover its costs and expenses (the basis will include any special materials, excess inventory, work-in-progress, tooling or special tools, minimum, parts in process, special tools relating to the cancelled order, engineering expenses, overhead and all commitments to its suppliers and subcontractors) plus profit, all as determined by All Axis Machining and/or Heatsinks.com. SELLER reserves right to adjust pricing to all accepted purchase orders if raw material pricing increases by 15% in any given month. Any change in delivery schedule and/or quantity which is made at Buyer's request shall be cause for price redetermination. Delivery reschedules are also subject to an additional charge of one and one half percent (1 1/2%) of the selling price per month if rescheduled within the 60 days immediately preceding the current schedule date. The applicable reschedule charge will be invoiced at the time such rescheduling is agreed to by All Axis Machining and/or Heatsinks.com.

E. NREC or NON RECURRING ENGINEERING CHARGES Any equipment (including jigs, dies, molds and tools) and software which All Axis Machining and/or Heatsinks.com, manufactured, constructs or acquires specifically to produce goods for BUYER, shall be SELLER'S property and remain in SELLER's possession, even though BUYER is charged therefore. BUYER further grants SELLER unrestricted commercial use of any equipment. BUYER will have no right, title and/or claim to the use of possession or ownership of such equipment and tooling. New or additional dies or changes necessary in existing equipment to conform with changes in design ordered by the BUYER are to be paid for by the BUYER. Dies or equipment service charges applicable cover only the useful life of such dies or equipment. Any materials or equipment owned or furnished by BUYER while in All Axis Machining's and/or Heatsinks.com's possession will be carefully handled and stored by All Axis Machining and/or Heatsinks.com, but All Axis Machining and/or Heatsinks.com, shall have no responsibility for loss or damage thereto. If BUYER for three (3) years does not order goods produced with such equipment, SELLER may dispose of it for seller's account and seller shall not be required to replace it.

F. CANCELLATION All Axis Machining and/or Heatsinks.com, reserves the right to cancel purchase order placed by buyer in whole or in part at any time upon the occurrence of certain events, including but not limited to substantial changes in raw material cost occur; or IF it found that product cannot either manufactured to specified tolerances on drawing or be produced profitably due to an incorrect quotation estimation or IF prevailing conditions beyond the reasonable control of All Axis Machining and/or Heatsinks.com, from any cause whatsoever, make it impossible to assure shipment or IF Default by BUYER with respect to Payment, or other obligation under this Purchase Order, or Insolvency of BUYER, filing by BUYER of a voluntary petition in bankruptcy, filing of an involuntary petition to have BUYER declared bankrupt,

provided the same is not vacated within thirty (30) days from the date of such filing, or the execution by BUYER of any assignment for the benefit of creditors. SELLER shall incur no liability after giving written notice of the cancellation. BUYER's may request a cancellation to this purchase order by notifying the SELLER in writing. SELLER shall immediately stop all work on this Purchase Order. Upon receipt of request, SELLER will provide BUYER with a complete breakdown of cancellation charges. BUYER shall be liable for SELLER's costs including the following: (i) All related cost and expenses (including without limitation for materials, engineering expenses, overhead, and all commitments, including long term supply contracts to its suppliers and sub-contractors) plus profit, all as determined by All Axis Machining and/or Heatsinks.com. (ii) Work in Process (iii) Inventory and Excess material ordered or manufactured that is attributable to BUYER's Purchase Order, for the product on the PO and materials purchased to support the buying pattern of the buyer for the specific including any long term contracts that were placed by BUYER to secure prices on quotation. Upon cancellation of software or services orders, SELLER shall be liable for the price of the work that has been completed as of the date of cancellation notice. Such consent to cancel any Purchase order shall in no event be given unless BUYER agrees to and pays to All Axis Machining and/or Heatsinks.com, all its cost and expenses (including without limitation engineering expenses, overhead, and all commitments to its suppliers and sub-contractors) plus profit, all as determined by All Axis Machining and/or Heatsinks.com.

G. PAYMENT SELLER shall have the continuing right to approve BUYER's credit, and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment. 2. If SELLER directs BUYER to remit payment to bank or other depository, BUYER agrees that such payment shall not necessarily constitute payment in full or a final settlement of BUYER's account notwithstanding any language to the contrary on BUYER's check draft or other order. 3. A service charge will be imposed on overdue amounts. BUYER agrees to pay SELLER's costs of collection of overdue invoices, including, but not limited to attorneys' fees. Each BUYER is required to fill out a credit application. Upon approved credit, payments will be made to SELLER in USD and standard credit terms are Net 30 days from date of invoice. A Service Charge of \$100.00 will be applied for each incident that a check is refused by the bank for insufficient funds. For invoices exceeding 30 days past agreed payment terms, A 20% Annualized Percentage Rate (APR) or 50.00 surcharge (depending on which is larger) will be applied to the account to outstanding balance each month until paid. If in the judgment of All Axis Machining and/or Heatsinks.com, the financial condition of the BUYER does not justify the terms of payment specified, All Axis Machining and/or Heatsinks.com reserves the right to require payment before shipment of delivery or before manufacture of products or special orders. Partial shipments will be invoiced as shipped. All prices are FOB point of manufacture, or alternate locations as All Axis Machining and/or Heatsinks.com shall designate in writing. BUYER will be responsible for any legal fees arising from our attempt to make collections on payment that exceed terms. SELLER reserves right to halt all shipments if payment and credit terms are in default with indemnity from BUYER. BUYER shall not be entitled to deduct, counterclaim or set off against the price of such products or any other amount owing under this Contract any claim or alleged claim arising out of this Contract or any other transaction with All Axis Machining or Heatsinks.com. Any remittances received by a bank or other depository of All Axis Machining or Heatsinks.com in connection with this contract will be received by such bank or other depository solely as a clearing agency. Such receiving bank or depository has no authority to determine whether or not the amount remitted constitutes payment in full. Remittances to the bank or All Axis Machining or Heatsinks.com marked to indicate "payment in full" or other similar expressions may be deposited by such bank or depository notwithstanding such markings and such deposit shall not indicate All Axis Machining or Heatsinks.com acceptance of the remittance as payment in full and shall not otherwise be treated as an election by, or an impairment of any of the rights of, All Axis Machining or Heatsinks.com unless expressly agreed in writing by All Axis Machining or Heatsinks.com.

H. CREDIT CARD ORDERS 1. All orders paid with a credit card are considered as pre-paid orders and the full amount of the order will be charged to the credit upon acceptance of order. 2. All credit card orders are considered non-cancellable / non-returnable. 3. A second credit card transaction for shipping and handling charges is authorized at the time of shipment unless the BUYER has provided a valid shipping account number that is used to ship the goods. If a shipping account number is invalid and a charge back is incurred by All Axis Machining and/or Heatsinks.com, the shipping and handling charges will be charged along with a \$25.00 service fee. 4. Declined Credit cards transactions will incur an additional USD \$25.00 service fee. 5. AMEX Cards will incur a 3.5% Transaction Fee Surcharge. All Other Cards will incur a 2% transaction fee that will be added to the total amount of the order. In addition to the previous charges, Non-USA bank cards have an additional 1.5% fee.

I. TAXES All Axis Machining and/or Heatsinks.com shall add to the purchase price the amount of any present or future sales, revenue, excise, or other taxes applicable to the products or services provided by All Axis Machining and/or Heatsinks.com, or to the manufacture or sale thereof, which shall be due and payable by the BUYER upon the same terms and conditions as the product or services purchased. BUYER will reimburse All Axis Machining and/or Heatsinks.com upon written demand, and in US dollars as the date of the written demand for any sales or use taxes for which All Axis Machining and/or Heatsinks.com may be held liable, but with BUYER may owe or have owed in connection with the purchase and delivery of the products manufactured by All Axis Machining and/or Heatsinks.com, but which BUYER may have failed or neglected to pay to a jurisdiction. Subject reimbursement shall be made promptly upon demand and shall include any and all costs (including professional costs) incurred by All Axis Machining and/or Heatsinks.com in connection with the assessment and payment of the tax by the applicable taxing jurisdiction.

J. SHIPPING A Shipping and handling charge will be applied to each line item shipment This charge will range from USD 7.00 to 25.00 depending on the size, weight and quantity of boxes shipped per invoice. BUYER is required to provide a valid shipping account number that is used to ship the goods. If a shipping account number is invalid and a charge back is incurred by All Axis Machining, the shipping and handling charges will be charged along with a \$75.00 service fee. Any excess charges assessed by carrier covering shipments requiring special equipment in handling and / or transporting will be charged to customer. If no valid shipping account number is provided by the BUYER, SELLER will prepay the shipping using its shipping account and add to BUYER's invoice. BUYER may make shipments / deliveries in installments in partial fulfillment of an order. Each shipment shall be considered a separate sale and individual contract. If the BUYER fails to fulfill the terms of payment of any invoice or if the financial responsibility of the BUYER shall become impaired or unsatisfactory to the SELLER, the SELLER reserves the right to change the terms of payment and/or defer or discontinue further shipments, without prejudice offset, defense or counterclaim and regardless of controversies relating to any delivered or undelivered Products or any other lawful remedy until past due payments and adjustments are made and satisfactory assurances of BUYER's credit standings are received. Delay in delivery of any installment shall not relieve BUYER of its obligation to accept delivery of remaining installments. Unless otherwise agreed by SELLER and BUYER, the Products are sold EXW Plano, TX or Dallas, TX. in accordance with INCOTERMS as republished in 2000, and shipped collect by certified carrier. In the event that any Products are received by BUYER in a damaged condition, BUYER should cease unpacking such Products, request an immediate inspection by the common carrier responsible for delivery, and furnish the carrier's written report to BUYER's insurer and to All Axis Machining or Heatsinks.com. Upon delivery of materials to the carrier or to the BUYER, all risk of loss, damage or other incidents of ownership shall immediately pass to BUYER, but title to such materials will be retained by All Axis Machining and/or Heatsinks.com, as security for BUYER's performance until payment in full is received. Title to each shipment of the Products sold hereunder and risk of loss thereon shall pass to BUYER when All Axis Machining or Heatsinks.com or its agent delivers such shipment to a common carrier or licensed trucker consigned to BUYER or his agent, but such shipment shall remain subject to All Axis Machining's or Heatsinks.com's rights of stoppage in transit, rights of reclamation and other legal rights of All Axis Machining or Heatsinks.com. If a strike, embargo, governmental action or any other cause beyond All Axis Machining's or Heatsinks.com's control prevents shipment or delivery to BUYER or his agent, or if shipping instructions for any shipment are not received before any shipment date, or if payment is to be made on or before delivery, title and risk of loss shall pass to BUYER as soon as the shipment has been set aside by All Axis Machining or Heatsinks.com and invoiced to BUYER and payment shall be made in accordance with invoice as though the Products had been shipped and accepted by BUYER and All Axis Machining or Heatsinks.com shall be under no duty to carry insurance thereafter. Weights and volumes shall be determined by reference to bills of lading. All deliveries are subject to the tolerances and over shipment allowance. BUYER shall pay all sales, use delivery, port excise and other taxes, duties, or charges presently or hereafter payable in respect to this transaction, or if paid by seller for the account of the buyer, BUYER agrees to reimburse the SELLER on demand. If BUYER fails,

with or without cause, to furnish All Axis Machining or Heatsinks.com with specifications and/or instructions for, or refuses to accept deliveries of, any of the Products sold under this Contract, or is otherwise in default under or repudiates all or any part of this Contract or any other contract with All Axis Machining or Heatsinks.com or fails to pay when due any invoice under this Contract or any other contract with All Axis Machining and/or Heatsinks.com, then, in addition to any and all remedies allowed by law, All Axis Machining and/or Heatsinks.com, without notice: (1) may bill and declare due and payable all undelivered products under this Contract and/or any other contract between All Axis Machining and/or Heatsinks.com and BUYER and/or (2) may defer shipment under this Contract and/or any other contract between BUYER and All Axis Machining and/or Heatsinks.com until such default, breach or repudiation is removed and/or (3) may cancel any undelivered portion of this Contract and/or any other contract in whole or in part. BUYER shall remain liable for all damages suffered or incurred by All Axis Machining and/or Heatsinks.com in any such circumstances.

K. STANDARD SHIP TOLERANCES The applicable standard tolerances stated below will apply to the quantity of such item or goods specified on this order unless another tolerance is stated on the face hereof: Quantity (Unit of Measure): Tolerance 1-100 (EA):+/- 1 - 10 (EA); 100-1000 (EA):+/- 10% (EA); 1000+ (EA):+/- 5% (EA); 1-100 (LBS):+/- 45% (LBS); 100-1000 (LBS):+/- 25% (LBS); 1000+ (LBS):+/- 5% (LBS);

L. CONSIGNMENT If any Products provided by All Axis Machining and/or Heatsinks.com hereunder are supplied on a consignment basis, then such consignment shall also be subject to a separate Consignment Agreement among All Axis Machining or Heatsinks.com, BUYER and its consignee, in form and substance satisfactory to All Axis Machining and/or Heatsinks.com.

M. DEFAULT OF BUYER BUYER shall be liable for SELLER's damages caused by damages caused by BUYER's default hereunder. If any amount is overdue, or BUYER otherwise breaches this agreement, or if BUYER's financial responsibility becomes impaired, or buyer refuses to give any payment, security, or guarantee demanded, SELLER may terminate this agreement and/or refuse to deliver an undelivered goods and buyer shall immediately become liable to seller for the unpaid price of all goods delivered and for damages.

N. NON-COMPLYING GOODS AND SERVICES Any authorized returned must have an RMA issued by All Axis Machining and/or Heatsinks.com. Every claim on account of defective material or workmanship or for any other cause shall be deemed waived by BUYER unless made in writing within ten (10) days from the date of the receipt of goods to which such claim relates. All Axis Machining and/or Heatsinks.com assumes no responsibility for product returned without authorization. Any return shipment presented for delivery to All Axis Machining and/or Heatsinks.com for which return authorization has not previously been issued will be refused by All Axis Machining and/or Heatsinks.com and returned to BUYER at BUYER'S expense. Any return shipment presented for delivery to All Axis Machining and/or Heatsinks.com more than 45 days (60 days for customers located outside of the country in which All Axis Machining and/or Heatsinks.com manufactured the product) will be refused by All Axis Machining and/or Heatsinks.com and returned to BUYER at BUYER'S expense. For Non-Complying Goods and services seller at its option shall either (i) replace, repair or modify the so that they comply with the applicable specifications, (ii) refund the purchase price upon return for the goods, or (iii) grant a reasonable allowance or discount for product. BUYER shall not return any goods until SELLER has had reasonable opportunity to investigate the claim and then only upon receipt of SELLER'S written shipping instructions. THIS SHALL BE BUYER'S EXCLUSIVE REMEDY. BUYER waives all claims arising from breach of warranty or any other breach of this Agreement by SELLER. Neither SELLER nor BUYER shall be liable for any special incidental, consequential, contingent, negligent or punitive damages resulting from breach of warranty, delay of performance or any other default hereunder. No freight will be allowed on any credit. Freight collect shipments will not be accepted. Buyer is responsible for packaging the Products according to the instructions and shipping it to All Axis Machining's and/or Heatsinks.com's designated service facility. If BUYER fails to package returned product in a manner to prevent damage, and returned material is received at BUYER'S facility damaged, SELLER will not be liable to honor warranty work and BUYER will be responsible for all cost to repair and replace product. All Products returned to All Axis Machining and/or Heatsinks.com shall be shipped freight prepaid in most economical manner and Buyer shall bear all cost. Buyer shall be responsible for any premium transportation expenses, clearance of customs, unloading and warehousing, and for all inland transportation expenses related to the return of repaired or replaced Products. In the event that the product is found not to be defective, BUYER will be responsible for all associated cost including but not limited to materials, freight and labor. The warranty service shall be performed at the installation site or All Axis Machining's and/or Heatsinks.com's designated service facility as determined by Axis Machining and/or Heatsinks.com.

O. PART MARKING All Axis Machining and/or Heatsinks.com reserves the right to affix its name and/or part number to all products furnished by All Axis Machining and/or Heatsinks.com to BUYER. Some products may not lend themselves to part marking and certain low cost products may be marked for some quantities, but not for other quantities. If special marking is required by Purchaser, contact a Heatsinks.com or All Axis Machining sales representative for a quotation.

P. PATENTS AND TRADEMARKS BUYER shall defend, indemnify and hold seller harmless against any expenses of loss resulting from infringement of patents or trademarks associated with the products or services furnished by All Axis Machining and/or Heatsinks.com to BUYER from any claim made against seller or its suppliers that the manufacturer or sale of goods were manufactured pursuant to buyer's designs, specifications, processes, and/or formulas, and were not normally offered for sale by seller, provide seller promptly notifies buyer in writing of the claim and gives buyer full authority, information, and assistance (at buyer's expense) for the defense of same. The foregoing constitutes the parties entire liability for claims or actions based on patent infringement. The sale of the material covered by this order shall not grant to BUYER any right or license of any kind under any patent, franchise, or trademark owned or controlled by All Axis Machining and/or Heatsinks.com, or under which All Axis Machining and/or Heatsinks.com, is licensed, but the foregoing shall not be understood to limit in any way the right of BUYER to use and sell such material, in event that such material as sold hereunder is covered by any such patent, franchise or trademark. BUYER agrees it will save All Axis Machining and/or Heatsinks.com, or its agents harmless from any loss, damage or liability which may be incurred on account of infringement of United States patent rights, licenses or franchises with respect to the use of this article, and that it will, at its own expense, defend any action, suit or claim in which such infringement is alleged with respect to the sale or use of the article delivered to the BUYER. Material sold by All Axis Machining and/or Heatsinks.com, to BUYER's design shall not impose any liability upon All Axis Machining and/or Heatsinks.com. THE FOREGOING EXPRESSES THE ENTIRE OBLIGATION AND LIABILITY OF ALL AXIS MACHINING AND/OR HEATSINKS.COM WITH RESPECT TO INFRINGEMENT OF PATENTS BY SAID PRODUCTS. ALL AXIS MACHINING AND HEATSINKS.COM MAKES NO WARRANTY THAT THE GOODS SOLD UNDER THIS AGREEMENT ARE DELIVERED FREE OF THE RIGHTFUL CLAIMS OF ANY THIRD PARTY BY WAY OF PATENT INFRINGEMENT OR THE LIKE. BUYER'S RECOURSE AGAINST ALL AXIS MACHINING AND/OR HEATSINKS.COM IN SUCH CIRCUMSTANCES SHALL BE LIMITED TO THE PROVISIONS OF THIS PARAGRAPH

Q. WARRANTY All goods sold hereunder are warranted to be free from defects in material and workmanship, to meet specifications shown on face. This express warranty is in lieu of and excludes all other warranties, expressed or implied by operation of law or otherwise. SELLER warrants that goods sold hereunder are merchantable unless manufactured in conformance with BUYER's specifications, and that seller conveys good title thereto, although seller shall retain, and is hereby granted by BUYER, a security interest in the goods sold until the purchase price is paid. BUYER further agrees to execute any other documents to perfect said security

interest at the request of seller. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR SUITABILITY OR FITNESS OF ANY ALL AXIS MACHINING AND/OR HEATSINKS.COM PRODUCTS FOR BUYER'S SPECIFIC OR GENERAL OR PARTICULAR USES OR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ALL ORAL WARRANTIES. ALL AXIS MACHINING AND/OR HEATSINKS.COM SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DOES NOT WARRANT THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO BUYER IN CONNECTION WITH THE SALE OF GOODS HEREUNDER. Our customers are reminded that they bear the responsibility for testing All Axis Machining and/or Heatsinks.com products for proposed use. Any information furnished by All Axis Machining and/or Heatsinks.com is believed to be accurate and reliable, but customers must bear all responsibility for use and application of All Axis Machining and/or Heatsinks.com products since All Axis Machining and/or Heatsinks.com cannot be aware of all potential uses.

Commencing on date on which title to the products passes to BUYER, All Axis Machining and/or Heatsinks.com warrants that for a period of six (6) months (the "Warranty Period") the Products, under normal use and service, will be free in all material respects from defective design (except in the case of product built to customer specifications and blue-prints), material and faulty workmanship and shall operate in all material respects in compliance with the applicable specifications. All Axis Machining and/or Heatsinks.com shall deliver Products free and clear of any third party liens or encumbrances.

LIMITATION ON WARRANTY. All Axis Machining and/or Heatsinks.com warranties are void if: (a) the Product is integrated or assembled by Buyer with other products; (b) the Product is repaired or altered by anyone other than All Axis Machining and/or Heatsinks.com or an authorized representative of All Axis Machining and/or Heatsinks.com, unless expressly authorized in writing by All Axis Machining and/or Heatsinks.com and in strict accordance with the applicable Specifications; (c) the Product is improperly handled, stored, installed or maintained by anyone other than All Axis Machining and/or Heatsinks.com; (d) any person, other than All Axis Machining and/or Heatsinks.com certified technicians, removes the housing of the Products or disassembles the Products; or (e) the Product is used in violation of the applicable specifications or All Axis Machining's and/or Heatsinks.com's instructions or subjected to misuse, neglect, accident or abuse.

NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING SET FORTH IN THIS CONTRACT (INCLUDING ITS ATTACHMENTS) TO THE CONTRARY, IN NO EVENT SHALL ALL AXIS MACHINING AND/OR HEATSINKS.COM BE RESPONSIBLE OR LIABLE TO BUYER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT OR PUNITIVE DAMAGES IN CONNECTION WITH ANY BREACH OF WARRANTY OR OTHER BREACH OF ALL AXIS MACHINING'S AND/OR HEATSINKS.COM'S OBLIGATIONS UNDER THIS CONTRACT (INCLUDING ANY ATTACHMENTS HERETO).

LIMIT ON LIABILITY. THE MAXIMUM LIABILITY OF ALL AXIS MACHINING AND/OR HEATSINKS.COM, AND ITS RELATED PARTIES, TAKEN AS A WHOLE, FOR ANY AND ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT AND THE PRODUCTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, SHALL IN NO CIRCUMSTANCE EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS ACTUALLY PAID TO ALL AXIS MACHINING AND/OR HEATSINKS.COM. SELLER IS SPECIFICALLY NOT RESPONSIBLE FOR ANY COSTS INCURRED BY BUYER IN THE EVENT THAT A DEFECTIVE PRODUCT IS SUBJECT TO A RECALL BY BUYER.

TIME LIMITATION. ANY ACTION FOR BREACH OF THIS AGREEMENT OR TO ENFORCE ANY RIGHT HEREUNDER SHALL BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OR REASONABLY COULD HAVE BEEN DISCOVERED, OR IT SHALL BE DEEMED WAIVED AND BARRED.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER STATUTORY, EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ERROR-FREE OPERATION, WHICH ARE ALL EXPRESSLY DISCLAIMED EXCEPT AS OTHERWISE PROVIDED HEREIN.

R. DELIVERY Where a delivery date is specified by All Axis Machining and/or Heatsinks.com, that date reflects All Axis Machining and/or Heatsinks.com's best estimate for the probable time required for completion of BUYER's order. Delivery schedules are subject to plant conditions. They are estimates only and not guaranteed. All Axis Machining, reserves the right to ship materials in advance of established delivery schedule. All Axis Machining and/or Heatsinks.com will use reasonable and diligent efforts to effect shipment on or before the date indicated. All Axis Machining and/or Heatsinks.com shall not be liable, directly or indirectly, for any delay or failure in performance or delivery or inability to perform or deliver, including without limitation where such delay, failure or inability arise or results from any cause beyond All Axis Machining and/or Heatsinks.com's control or beyond the control of All Axis Machining and/or Heatsinks.com's suppliers or contractor, including, but not limited to, machinery failure, supply chain delays, any act of God, war or enemy action, priorities required or requested by the Federal or any State government or any subdivision or agency thereof or granted for the benefit, directly or indirectly, for any of them, , delays in transportation or lack of transportation facilities, restrictions imposed by Federal or State legislation or rules or regulations thereunder, and strike, boycott or other labor disputes, embargo, governmental regulation, inability or delay in obtaining materials cause beyond the control of All Axis Machining or Heatsinks.com. IN NO EVENT SHALL ALL AXIS MACHINING AND/OR HEATSINKS.COM, IN THE EVENT OF DELAYS OR IN ANY OTHER CIRCUMSTANCES, BE LIABLE TO BUYER OR ANY THIRD PARTIES FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR CONTINGENT DAMAGES, EVEN IF ALL AXIS MACHINING AND/OR HEATSINKS.COM SHALL BE ADVISED BY BUYER OF THE POSSIBILITY THEREOF. In the event of any such delay or failure in performance, All Axis Machining and/or Heatsinks.com shall give reasonable notice of time for such delay and delivery shall be extended for the time of this delay and be granted to have such additional time within which to perform its obligations under this Contract as may reasonably be necessary under the circumstances; and All Axis Machining and/or Heatsinks.com shall also have the right, to the extent necessary in All Axis Machining and/or Heatsinks.com's reasonable judgment, to apportion fairly among its various customers in such manner as All Axis Machining and/or Heatsinks.com may consider equitable Products then available for delivery. If, as a result of any such contingency, All Axis Machining and/or Heatsinks.com is unable to perform under this Contract in whole or in part, then, to the extent that it is unable to perform, this Contract shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion of this Contract, if any. All Axis Machining and Heatsinks.com shall not be liable for consequential or other damages caused by any delays. In no event will All Axis Machining and Heatsinks.com be penalized financially by BUYER for delivering product beyond estimated delivery dates.

S. FORCE MAJEURE Neither BUYER nor SELLER shall be liable for any damages resulting from any delay or failure of performance arising from any cause not reasonably within such party's control including, but not limited to, the following Acts of god; fire, earthquake, hurricane, or other windstorm; labor disputes, whether or not the demands of labor are within the ability of the party to meet; embargoes; unavailability or shortage of power, labor, transportation, raw materials or usual means of supply; shortage or curtailment of energy sources; wars, rebellions; civil disorders regulations or acts of government, government agencies or instrumentalities; or any other cause whether similar or dissimilar to the foregoing. The party affected by the force majeure, the time for performance under the Agreement (except BUYER's obligation to pay SELLER money due) shall be extended for any period reasonable necessary due to such occurrence, during which this Agreement shall remain in full force and effect; provided however that SELLER may terminate this Agreement at any time during such extension period. SELLER shall have the right to allocate its available goods among its own uses and its customers, including those not under contract, in such manner as seller may deem fit. SELLER shall have obligation to

purchase substitute goods or transportation in order to complete delivery to BUYER; and if SELLER contemplated a specific source of supply, manufacture or transportation, whether or not specified in the Agreement, SELLER shall not have any obligation to deliver goods to BUYER from or by any other source.

T. DISPUTE RESOLUTION In the event of any dispute arising out of or relating to this Contract (other than a dispute arising out of BUYER's failure to pay for any Products in whole or in part), representatives of the parties shall meet promptly in a good faith effort to resolve the dispute without resorting to court proceedings. If the dispute is not resolved by the parties within thirty (30) days after the representatives' first meeting or the dispute concerns the failure of BUYER to pay for any Products in whole or in part, then either party may commence an action to resolve the dispute shall be resolved by final and binding arbitration administered by the JAMS in Dallas or Collin County under its JAMS Comprehensive Arbitration Rules and Procedures then in effect (the "**Rules**"), subject to the following and each of the parties irrevocably submits to the exclusive jurisdiction of such venue and waives any objection it may now or hereafter have as to venue or as to convenience of forum, and agrees that all claims in respect of such dispute be heard and determined only in such venue. Process in any such dispute may be served on any party anywhere in the world. BUYER and All Axis Machining or heatsinks.com consent to service of process by personal delivery or by postage prepaid, certified U.S. mail, mailed to the address of such party set forth in this Contract. Each Party hereto agrees that he or it will not file any suit, motion, petition or otherwise commence any legal action or proceeding for any matter which is required to be submitted to arbitration as contemplated herein, except in connection with the enforcement of an award rendered by the Arbitrator. Upon the entry of an order dismissing or staying any action or proceeding filed contrary to the preceding sentence, the Party which filed such action or proceeding shall promptly pay to the other Party the reasonable attorneys' fees, costs and expenses incurred by such other Party prior to the entry of such order.

U. HEADING AND DEFINITIONS The heading and definitions in this Contract are inserted for convenience only and shall not constitute a part hereof.

V. SEVERABILITY If any provision of this Contract shall be held to be unenforceable or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, and the balance of this Contract shall be interpreted as if such provision were so excluded.

W. WAIVER Neither party shall be deemed to have waived any of its rights, powers, or remedies, under this Agreement, or at law or in equity, unless such waivers in writing and executed by it. No delay or omission by either party in exercising and right, power, or remedy. No wavier by either party or any default shall operate as a waiver of any other default, or of the same default on another occasion.

X. CHOICE OF LAW This agreement shall be governed by and construed in accordance with the laws of the state of Texas in all respects

Y. ASSIGNABILITY This Contract and BUYER's rights and obligations hereunder may not be assigned, pledged, hypothecated or otherwise transferred by BUYER except with the prior written approval of All Axis Machining or Heatsinks.com, which shall not be unreasonably withheld or delayed. BUYER may assign this Contract and its rights and obligations hereunder to a third party, without the approval of BUYER being required.