



TERMS and CONDITIONS OF SALE

MIN. ORDER VALUE: \$100

ORDERS: Orders from new accounts will be accepted on a credit card or other pre-payment basis until satisfactory credit terms have been arranged. After credit approval, Joystick Technologies LLC dba **CH Products** ("CH") will ship orders open account up to a credit limit established by CH. CH's standard terms are Net 30.

ACKNOWLEDGMENT: We acknowledge all orders. Please review our acknowledgment upon receipt and phone us immediately if there are any errors. Since these products will be specially manufactured or assembled for you, accuracy is essential. Orders are not valid until accepted by CH.

FOB POINT: All shipments are FOB our plant in Vista, California, 92081. Premium freight shipments will be made freight collect only.

LIABILITY: Purchaser is liable for reasonable collection costs, including attorney's fees, if payment must be enforced by suit or by a third party collection agency.

RETURNS: Returns for any reason must be pre-approved by CH before return shipment is made. Note that only selected models are returnable. Special (non-catalog) items are not returnable under any circumstances.

CLAIMS: Claims for damage or loss in shipment should be made to the carrier. Claims for shortage should be made to CH in writing as soon as possible and no later than forty-five (45) days from invoice date.

WARRANTY: CH warrants its products to be free from defects in materials and workmanship under normal use and service and to be in accordance with CH's specifications and drawings for a period of one (1) year after date of shipment by CH. Customer, within this warranty period, must give CH written notice of any defect claim and promptly return the product pre-paid, after first receiving CH's authorization to return. CH's entire liability, and the customer's exclusive remedy for any breach of warranty or any other claim for defective products, shall be at its sole election thereafter, either to repair or replace such product found to be defective as provided herein, or refund the fees paid with respect to such defective product. This warranty does not include, nor does CH assume, responsibility for defects or damage caused by misuse, abuse, service or repair by others, and normal wear and tear. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND CH SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF USE) OR ANY OTHER LOSS OR DAMAGES OF ANY KIND WHATSOEVER, EVEN IF CH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CH'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCT.

While we provide application assistance on CH products, personally and through our literature, it is the responsibility of the customer to determine the suitability of the product in the intended use. Materials, finishes and component parts are subject to change without notice. No information or advice given by CH or any of its employees, distributors, sales agents or representative's shall create a warranty or in any way increase the scope of the express warranty offered with respect to the sale of CH products.

PART NUMBER: The customer's part number is specified as reference only, and the CH part number is the defining factor in determination of specifications or performance. Unless a detailed drawing or customer specification is supplied and approved by CH prior to order; no specifications other than CH's apply. The customer's part number, whenever possible, will be shown only for the customer's convenience.

DELIVERY: Estimates of delivery are based on our best information at the time but cannot be guaranteed, nor can we be responsible for delays beyond our control including, but not limited to, fires, strikes, floods, accidents, delays of carriers, failure of our suppliers to meet delivery promises or other causes.

PRICES: The prices on CH quotations are based on our current costs and are subject to change to cover justifiable cost increases. The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by CH. Typographical and stenographical errors are subject to correction. Quotes are valid for 30 days.

CANCELLATION: No order may be canceled without our prior written consent; nor will we consent to cancellation of any order less than eight weeks before the delivery date mentioned on our acknowledgment. Special (non-catalog) items may not be cancelled under any circumstances once they are produced.

CUSTOMIZED PRODUCTS: Customer agrees to indemnify and hold harmless CH for any loss, cost, damage or expense of any nature (including reasonable attorneys fees and costs) resulting from any claims of infringement of patents, trademarks or any other intellectual property rights arising out of any drawings, specifications, templates, diagrams or any other information given to CH by customer for use in connection with the production of products on behalf of customer.

Customer agrees that the purchase and sale of CH products is made under these Terms and Conditions which supersedes any prior terms and conditions, and agrees to be bound by these Terms and Conditions. Terms inconsistent with those stated herein which may appear on customer's purchase order form or otherwise in any correspondence between customer and CH will not be binding on CH. Customer's order and purchase of CH products constitutes customer's acceptance of these Terms and Conditions. All disputes arising out of orders in connection with these Terms and Conditions shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Customers submit to the exclusive jurisdiction of the state and federal courts of the State of California.

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