



BAI, Inc.
464 Cabot Road
South San Francisco, CA 94080
Phone: (650) 872-1700
www.bai-inc.com

BAI, INC. Terms and Conditions

- **Terms and Conditions.** Unless a separate written agreement is in effect between Seller and Buyer, no terms and conditions, other than the terms and conditions set forth in this Invoice (including any terms and conditions on any document attached to or incorporated by reference to this Invoice) shall be binding on Seller. Terms and conditions contained in any purchase order which differ from or are in addition to the terms and conditions of this Invoice shall not be binding on Seller, whether or not they would materially alter the terms of this Invoice and Seller hereby objects thereto. Buyer will be deemed to have asserted to all terms and conditions herein if any of the units shipped under this Invoice are accepted, unless Buyer thereafter promptly objects thereto in writing.
- **Limited Warranty.** Seller does not of itself warrant any goods or services provided hereunder. Buyer acknowledges that it is purchasing units from Seller as a distributor and not as a manufacturer. Seller will, on a best effort basis, assign any warranty and all warranty benefits it received from its supplier at buyer's request. THIS WARRANTY IS FURNISHED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IN NO EVENT SHALL SELLER BE LIABLE FOR ACTUAL OR CONSEQUENTIAL DAMAGES.
- **Shortages.** Claims for shortages must be reported to Seller within 180 days of receipt.
- **No Diversion.** If the commodities are being exported, they are licensed by the U.S. Government for export only to the country set forth on the front of this Invoice. Diversion contrary to U.S. law is prohibited. These commodities may not be resold, diverted, transferred, transhipped or otherwise disposed of in any other country either in their original form or after being incorporated through an intermediate process into other end items without the prior written approval of the Department of State. No unit may be shipped or transferred to any country that has an embargo placed on it by the United States.
- **Payment.** All payments shall be made in U.S. currency. Buyer may not set off any sum due Seller under this order from sums, whether or not liquidated, that are or may be due Buyer.
- **Applicable Law.** The terms of this Invoice and the transactions hereunder shall be governed by the laws of the state of California.
- **Shipment.** All units are shipped F.O.B. unless otherwise specified on the Invoice.
- **Force Majeure.** No liability shall result from delay in performance caused by force majeure affecting Seller and/or its suppliers.
- **FLSA.** Seller certifies that it has complied with the Fair Labor Standards Act of 1938, as amended.