TouchInternational
2222 W. Rundberg Ln. Suite 200
Austin, Texas 78758
Tel: 512-832-8292
Fax: 512-832-8291

Terms and Conditions of Sale

PREAMBLE

These general terms and conditions ("Terms") are applicable to and shall govern all purchase orders accepted by Touch International, Inc. ("TI") and all sales transactions entered into between TI and a purchaser ("Customer"). Unless TI has issued a written document that explicitly accepts any terms and conditions that contradict, conflict or are additive to these Terms, Customer agrees and acknowledges that (i) any terms put forth by the Customer in any form which contradict, conflict with, or are additive to these Terms are explicitly rejected by TI, and, (ii) that this Customer agreement and acknowledgement is a condition precedent to TI entering into a sales transaction with the Customer. Offers and pricelist can be changed at any time and without warning. Notwithstanding the foregoing, a signed supply contract between TI and a Customer may contain terms and agreements which will supersede these Terms.

PRICES

TI reserves the right to increase the price of products herein by written notice to the Customer at least thirty (30) days prior to the date of shipment of such products. Any quantity price discounts quoted by TI are computed separately for each type of product to be sold and are based upon the quantity of each type and each size ordered at any one time for immediate delivery. If any order is reduced or canceled by Customer with TI's consent, it is agreed that prices will be adjusted upward to the higher price, if applicable, for the un-cancelled quantity. Unless otherwise agreed TI reserves the right to ship and bill ten percent (10%) more or less than the exact quantity specified.

TAXES

Unless otherwise specified in a price quotation, the prices quoted do not include any freight, taxes, import or export duties, tariffs or custom charges. Customer agrees to pay TI the amount of any federal, state, county, municipal, or other taxes, duties, tariffs or custom charges levied by any jurisdiction foreign or domestic, which TI may be required to pay on account of the ownership at the place of installation or during transit of the material or equipment which is the subject of these Terms, or on account of the transportation, sale, or use of said material or equipment.

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PAYMENT TERMS

Unless explicitly stated in a separate agreement, payment terms are thirty (30) days net from date of invoice, subject to approval by TI of amount and terms of credit. Payment for non-recurring engineering fees (NRE) will be billed upon acceptance of Customer purchase order and payment is due upon invoice. TI reserves the right to require payment in advance or C.O.D. and/or otherwise modify credit terms. When partial shipments are made, payments therefore shall become due in accordance with the above terms. If, at the request of Customer, shipment is postponed for more than thirty (30) days, payment will become due thirty (30) days after notice to Customer that products are ready for shipment. These terms apply to partial as well as complete shipments of the products. If Customer fails to pay in accordance with these terms, TI at its option, may charge Customer, and Customer shall pay TI (in addition to the price), interest on the debt at the rate of twelve percent (12%) per annum from the due date until Customer pays the debt in full or use such other collections procedures available under law.

SHIPMENT

All shipments will be made F.O.B. TI shipping point. In the absence of specific instructions, TI will select carrier. Title to the material shall pass to the Customer upon delivery thereof by TI to the carrier or delivery service. If shipment is not on a Customer's account, TI reserves the right to invoice the Customer for any and all shipping charges incurred including duties, fees, VAT, etc. Products held for Customer, or stored for Customer, shall be at the risk and expense of Customer. Claims against TI for shortages must be made in writing within ten (10) days after arrival of shipment. TI is not required to notify Customer of the shipment.

DELIVERY

Shipping dates are approximate. If conditions arise which prevent compliance with delivery schedules, TI shall not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay, and such delay shall not constitute grounds for cancellation. Without limiting the generality of the foregoing, TI shall not be liable for delay by reason of inability, due to causes beyond its reasonable control, to obtain the necessary labor, materials or manufacturing facilities, or for delay due to the elements, acts of God, acts of the Customer, acts of nonperformance of suppliers, acts of civil or military authorities, priorities, fires, floods, epidemics, quarantine restrictions, war, riot, strikes, differences with workmen, accidents to machinery, delays in transportation or any other causes beyond the control of TI whether or not similar to the foregoing. In such event, delivery dates shall be deemed extended for a period equal to such delay. Shipments are considered to be 'on time' if delivered within three

business days prior to the estimated delivery date or one business day after the estimated delivery date.

PACKING

Unless otherwise specified, prices quoted herein include normal packaging. If special packaging is required by Customer, an additional charge will be made and be due and payable by Customer.

INSPECTION

Unless Customer notifies TI in writing five (5) days from the date of shipment of any products that said products are rejected, they will be deemed to have been accepted by Customer. In order for the notice of rejection to be effective it must also specify the reason(s) why the products are being rejected.

FAIR LABOR STANDARDS ACT

TI certifies that products furnished hereunder have been or will be shipped in compliance with the Fair Labor Standards Act, as amended, and regulations and orders of the U.S. Department of Labor issued there under. TI agrees that this statement may be considered as the written assurance contemplated by the October 26, 1949 amendment to said Act.

GOVERNING LAW

The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Texas.

ERRORS

TI reserves the right to correct clerical or stenographic errors or omissions.

ACCEPTANCE

Notwithstanding any inconsistent or additional terms which may be contained in any purchase order or any of the Customer's other forms or documents, TI's Customer Acknowledgment as an acceptance is expressly conditioned upon Customers acknowledgement and agreement to these Terms.

RETURN POLICY

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Standard Product - Subject to TI's acceptance, standard products may be returned within 30 days from shipment at no charge. Standard product returned after 30 days, and less than 90 days from original shipment, will be subject to a 10% restocking charge. The Customer is responsible for all shipping charges and all products must be in the original condition. No returns after 90 days are allowed. Custom Product - Not returnable.

Warranty Coverage Information

- Touch International, Inc. (referred to as "TI") will repair or replace the defective part at TI's sole option, free of charge in the event of a defect in materials or workmanship within the warranty period as noted below.
- TI technical support will determine whether the product is out of specification.
- TI must physically receive the defective product back within the specified warranty period.
- TI strongly recommends that the product be adequately packed to avoid shipping damage and to allow for effective defect analysis. You may also want to insure the product. TI will return the repaired product prepaid to you.
- This warranty covers only failures due to defects in materials or workmanship that occur in normal use. It does not cover damage that occurs in shipment, failures that are caused by products not supplied by TI failures that result from accident, misuse, abuse, neglect, water damage, mishandling, misapplication, faulty installation, set-up adjustments, improper maintenance, alteration, line power surge, external product damage including field damage, modification or service not approved by TI or damage that is attributable to acts of God.
- Removal and reinstallation costs are not covered by this warranty.

Product	Warranty
Projected Capacitive	5 Years
Multi-Touch Resistive	1 Year
4-Wire Resistive	1 Year
5-Wire Resistive	2 Years
8-Wire Resistive	2 Years
All Windows	1 Year
All Controllers	5 Years
Direct Bond	1 Year
It covers the Direct Bond Only and is independent of the touch screen and Display Warranty.	

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OBTAINING A RETURN MATERIAL AUTHORIZATION (RMA) NUMBER

- Please call your regional sales representative **prior** to returning the product to obtain an RMA number. Please have the part number(s), serial number(s), and trouble statement ready when you call. Once the number is issued, it will be valid for 45 days.

- We will contact you either via fax or email with detailed shipping instructions. We ask that you label all boxes clearly with the RMA number. If the RMA number is not clearly visible, TI reserves the right to return the product to you at your cost.

- TI will not be responsible for inbound freight or related fees associated to RMAs. TI's warranty provides for the repair/replacement of the product and will include economy level return freight for all warrantable returns. Please discuss the available options with the technical support department when you call for your Return Materials Authorization form.

WARRANTY LIMITS AND EXCLUSIONS

There are no express warranties except as set forth above. The terms of this warranty agreement are subject to immediate revision.

WARRANTY DISCLAIMER: EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS DOCUMENT, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, TI MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, USAGE OR TRADE PRACTICE

ORDER CANCELLATIONS

The purpose of our cancellation policy is to allow a Customer to withdraw from a purchase contract subject to TI consent in its sole discretion. However, there are certain important conditions and limitations. Please read them carefully:

- Order cancellations for standard product orders cannot be cancelled within 30 days of the scheduled ship date.

- Order cancellations are not accepted for custom orders or for merchandise made or procured specifically for Customer's use and such orders are non-cancelable and non-returnable. All

sales are final for custom orders and any deposits will be forfeited. In the event TI agrees to cancel a custom order, cancellation fees include, but are not limited to: materials not returnable to the vendor or otherwise utilized by TI, freight costs, and labor/overhead incurred.

- Refusing delivery is not a form of order cancellation.

RE-SCHEDULE POLICY

Re-scheduling requests must be submitted and accepted by TI personnel at least 60 days in advance of the scheduled ship date for all standard resistive and surface capacitive products and 90 days in advance of the scheduled ship date for custom resistive products, all projected capacitive products and all LCDs (purchased or consigned). A maximum of three re-schedules are allowed per release. Blanket orders must have all shipments completed within 13 months of the issue date.

LIMITATION OF LIABILITY

In no event shall TI be liable for any incidental, indirect, special or consequential damages arising out of, or in connection with these terms and/or the transactions governed by them, regardless of whether or not TI was advised of the possibility of such damage.

ENTIRE CONTRACT

The provisions hereon and on accompanying papers, if any, constitute all the terms and conditions agreed upon by the parties and shall replace and supersede any provisions on the face and reverse side of the Customers purchase order or any attachment thereto, or any prior general agreement inconsistent with the provisions hereof except that orders by a Distributor or Representative with whom TI has a franchise agreement shall be subject to the provisions of such franchise. No modification hereof shall be valid unless in writing and duly signed by a person authorized by TI. The provisions hereof shall not be modified by any usage of trade, or any course or prior dealings or acquiescence in any course of performance.