The Dini Group Term and Conditions

1) **Entire Agreement.** These terms and conditions, and the document to which they are appended, set forth the entire agreement between the Customer and the Dini Group with respect to the subject matter hereof and supersede all previous written or oral agreements or representation between the Customer and the Dini Group with respect to such subject matter.

2) **Export.** Customer acknowledges that U.S. export control laws and regulations, including the Export Administration Regulations of the U.S. Department of Commerce which prohibit the export or re-export of products and technology to certain countries and persons, apply to the Dini Group products. Customer agrees to comply strictly with all U.S. export laws, regulations and orders, and assumes sole responsibility for obtaining any required licenses to export or re-export products or technology.

3) **Warranty.** The Dini Group designs and manufactures complex “State of the Art” electronic products and design tools meeting the Standard of Care of workmanship and quality. It is important to the Dini Group that these products are utilized successfully in the Customer’s environment and will continue to operate within its design parameters. To achieve this, the Dini Group warrants all materials, equipment and workmanship will meet the Standard of Care for a period of six (6) months after installation of the furnished products and design tools, subject to its obligation of repair, replacement or re-performance below.

4) **Re-Performance.** The Dini Group agrees to repair, replace or re-perform all nonconforming items or work as follows:

(a) If, within 30 days of purchase, the product fails due to a nonconformity in workmanship or quality of manufacture, the product will be replaced free of charge to the Customer.

(b) If, within six months of installation, the product fails due to (i) operator error, (ii) mishandling, (iii) faults induced by method of operation, (iv) faults induced by the Customer, or (v) physical damage, the product must be returned to the Dini group for analysis. If it is found to be repairable, a repair will be effected at a cost to the Customer for time, material, and shipping. The Dini Group will not accept any device for repair or replacement where the Customer has tried to repair the product themselves.

(c) If, within six months of installation, the product fails due to internal failures of the FPGA devices due to physical construction or to software design within the device, the product must be returned to the Dini Group for analysis. In such event, the Dini Group will interface with the device supplier to determine a resolution, and will replace the product (with the appropriate solution from the device supplier) free of charge to the Customer.

(d) To ensure the correct operation and application of furnished products in the Customer’s environment, the Dini Group will provide to the Customer technical support via the phone or email free of charge. If the level of this support should suggest problems greater than the operation of the product, then it is possible that additional consulting could be required; such consulting would be provided at a negotiated price depending on the specific circumstances.

(e) For these conditions to apply Customer must obtain from the Dini Group and complete the customer support form, which includes all contact information and all relevant product data such as product type, serial number, date of manufacture, and date of receipt.

(f) If, after six months from the date of purchase any of the above-mentioned events takes place, then the product will be repaired and replaced at full cost to Customer.

5) **Limit of Liability.** The Dini Group does not accept responsibility for any liquidated damages. TO THE
6) **Termination.** Customer may terminate this purchase order, in whole or in part, at any time by written notice. Such notice shall state the extent and effective date of such termination. Upon receipt thereof, the Dini Group shall stop work under this purchase order. In such event, the Dini Group shall be paid in accordance with the terms of this purchase order for costs incurred prior to such termination, plus all reasonable costs incurred as a result of such termination, and a pro rate portion of anticipated profit. If the Dini Group has ordered materials and parts and cannot cancel such order/s, Customer shall reimburse the Dini Group for any charges or cost arising out of such commitments and such materials and parts, when delivered, shall be turned over to Customer.

7) **Waiver.** No waiver of a breach of any provision of this purchase order shall constitute a waiver of any other breach of the same provision, or a waiver of other provisions.

8) **Assignment.** This agreement shall be binding on and inure to the benefit of the parties and their successors and assigns. Customer may not assign, directly or indirectly, by operation of law or otherwise, any of the Customer’s rights or obligations under this purchase order without the Dini Group’s prior written consent. Any attempted assignment of this purchase order shall be void and of no effect.

9) **Governing Law; Venue.** This purchase order shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the principles of conflicts of laws. Any legal proceeding or action related to this purchase order shall be heard exclusively in the federal or state courts in San Diego County, California.

10) **Attorney’s Fees.** If prevailing in the resolution of a dispute arising out of this purchase order, whether by claim, arbitration or litigation, the Dini Group is entitled to recovery of its attorney’s fees and costs associated with such resolution.