

CIRTEC/CACTUS TERMS OF PURCHASE

These terms and conditions shall apply to all products purchased on the website (“Site”) of Cactus Semiconductor now doing business as Cirtec Medical Corporation.

1. Description of Products.

The products that are available for purchase on the Site are sold only for evaluation purposes in limited quantities. The CS1021 is an application specific standard product (“ASSP”) developed for medical device designers and manufacturers to reduce development time and assist in the development of other products. Further testing, development, and qualification may be necessary before the ASSP is incorporated as a component into another product that will be manufactured.

- a. If you determine from your evaluation of the ASSP that it may be suitable for use in conjunction with your intended application, The Company is available to assist you with testing, development, and qualification of the ASSP as provided in a separate agreement. If you determine that you need additional features in the ASSP, we can assist you in modifying the ASSP or developing a different ASSP to fit your needs under a separate agreement.
- b. The evaluation board EB1CSI021 was developed to make it easier to evaluate the ASSP by installing the ASSP on the evaluation board. The evaluation board is not intended to be used except for evaluation of the ASSP. There are components on the evaluation board other than the ASSP that are the products of other companies, and the purchase of the evaluation board does not grant any rights or authorization to use these other components in conjunction with a product that you may develop.
- c. If you desire to purchase larger quantities of the ASSP to incorporate into a product you intend to manufacture, contact our Customer Service Department to make arrangements for the purchase, to determine the terms of purchase, and to make arrangements for us to provide additional services such as technical assistance, development, testing, and modifications.

2. Use of Products. The use of the ASSP and evaluation board purchased from this Site is limited to evaluation of the ASSP so that you may determine if the ASSP is suitable for use in your intended product or application.

3. Warranty. We makes no warranty, express or implied, that the ASSP purchased for evaluation is suitable for use in your intended product or application. Additional warranties and performance standards may be available by separate agreement if you hire us to perform additional services such as development, testing or modification of the ASSP.

4. Indemnity. You agree to indemnify and hold harmless us from all claims, loss or expense arising from your use of the evaluation ASSP in any product that is sold or manufactured, except to the extent that this provision is modified in a separate written agreement for additional services such as development, testing, or modification of the ASSP.

5. Intellectual Property. You acknowledge that we is the owner of the ASSP and its design, and all related intellectual property rights worldwide. You agree that you will not reverse engineer the ASSP or otherwise attempt to copy the design of the ASSP for use in your products without our written consent.

6. Acceptance of Order. Your placement of an order with us is an offer to purchase products. We may accept your order by processing your payment and shipping the product, or may, for any reason, decline to accept your order or any part of your order. No order shall be considered to be accepted by us until the Product has been shipped. If we declines to accept your order, we will attempt to notify you using the email address or other contact information you have provided with your order. Delivery dates provided in connection with any order are estimates only and do not represent fixed or guaranteed delivery dates.

7. Payment. The only method of payment currently accepted for products ordered on the Site is through PayPal. All payments must be made in U.S. Dollars.

8. Shipping and Handling Charges. Except as otherwise provided on the Site, (1) shipping or freight charges and insurance will be paid by you, (2) all sales are made ExW (INCOTERMS 2010) our warehouse in Chandler, AZ, USA, and (3) shipping or freight charges from our warehouse in Chandler, AZ, USA are prepaid and added to the invoice.

9. Taxes. Except as otherwise provided on the Site, prices shown do not include any national, state, provincial, or local taxes, or any other taxes or charges imposed by any government authority, including, without limitation, sales, use, excise, value-added, withholding stamp or similar taxes. Where applicable, such taxes and charges shall be billed as a separate item and paid by you. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law.

10. Export Compliance and Government Approvals. You agree to determine and comply with all applicable export control laws, restrictions, regulations and orders of the United States or applicable foreign agencies or authorities. You are responsible for and will take all necessary steps to obtain any approval and effect any registration of this agreement or any related products required under the laws, regulations or practices of your country. You must indemnify us for any damage arising out of your application for or failure to apply for such approvals.

11. Limitation of Remedy. If a product purchased for evaluation fails to function and this prevents you from using it for evaluation, your sole remedy shall be to return the product within 7 days of purchase to us and receive a refund of the purchase price and shipping expense. In no event shall Cactus be responsible for consequential or incidental damages, or any similar indirect damages. We are not responsible for any loss arising from incorporating a product sold for evaluation into a product that is manufactured or sold as a completed product, except to the extent provided in a separate written agreement with us.

12. Force Majeure. We shall not be liable for damages resulting from delays in performance caused by circumstances or events beyond its reasonable control, including, but not limited to, labor disputes, inability to procure export licenses, legally imposed travel restrictions, natural catastrophe, war, terrorist acts, civil disturbance, shortages in materials or labor, or delays in receipt of materials, or products from subcontractors.