Terms & Conditions

NEW YORKER ELECTRONICS

TERMS AND CONDITIONS

New Yorker Electronics Co., Inc. ("NYE") operates this website, www.newyorkerelectronics.com (the "Site"), which provides online access to information about products available from NYE (the "Products") and facilitates transactions for the purchase of Products.

By accessing the Site and/or ordering Products through the Site or by mail, e-mail, phone, fax, or any other method, you acknowledge and agree to the Terms and Conditions as set forth below (the "Terms and Conditions"), as well as NYE's Privacy Statement. Any different or additional terms set forth in Customer's purchase order or similar communication are hereby expressly rejected and shall not be binding on NYE unless a separate written agreement has been signed by an authorized officer of NYE. An order placed on forms which deviate from these Terms and Conditions may be accepted by NYE, but solely on the basis that the Terms and Conditions set forth herein will prevail and will be the sole terms and conditions that govern the order.

1. **Terms of Use of NYE's Site**

(a) Access to the Site. Registration is not required to use the Site. Registration is required to place an order on the Site. Select portions of the Site offer expanded services via the internet through a name/password protected system. Your username and password are referred to as your "Identification." You are solely responsible for keeping your Identification confidential. You agree that you and your authorized representatives will be the only users of your Identification, and that you will be solely responsible for all activities on the Site using your Identification. We strongly recommend that you log out of the Site and close your browser window when your session is completed to help prevent unauthorized persons from accessing your Identification. Please contact NYE at 800-536-1887 if you believe that your Identification has been lost or stolen, or that someone may attempt to use your Identification without your consent. Please keep in mind that no internet site is 100% secure. Thus, while NYE strives to protect the personal information

and privacy of its users, your use of the Site to transmit or store personally identifiable information is at your own risk.

(b) Third Party Links. Hypertext links to third party websites or information do not constitute or imply an endorsement, sponsorship, or recommendation by NYE of the third party, the third-party website, or the information contained therein, unless expressly stated on the Site. You acknowledge and agree that NYE is not responsible for the availability of any such websites and that NYE does not endorse or warrant, and is not responsible or liable for, any such website or the content thereon. You are solely responsible for making your own decisions regarding your interactions or communications with any other website.

(c) Geographic Limitations on Use. Like most internet websites, this Site is accessible worldwide. However, not all Products offered by NYE are available to all persons or in all geographic locations. NYE reserves the right to limit the provision of its Products to any person, geographic area, or jurisdiction and to limit the quantities of any Products or services that it provides. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable content, and online conduct.

(d) User Conduct. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the content. Except as otherwise authorized by NYE, you agree not to add to, subtract from, or otherwise modify the content of the Site. You agree not to use the Site in any manner that might interfere with the rights of third parties.

(e) Intellectual Property. The Site and all information and/or content that is viewed, heard or otherwise experienced on the Site (the "Content") are protected by United States and international copyright, trademark and other laws, and belong to NYE and/or its partners, affiliates, contributors or third parties. NYE grants you a personal, revocable, non-exclusive, non-transferable license to use the Site and the Content and to download, print and store portions of the Content that you select, provided that: (1) you only use these copies of the Content for your own internal business purposes or your personal, non-commercial use; (2) if you are a competitor of NYE, commercial aggregator of data, or other commercial user, you do not copy or post the Content on any network computer or transmit, distribute, disseminate, publish or broadcast the Content in any media; and (3) you do not modify or alter the Content in any way, or delete or change any copyright or trademark notice. No right, title or interest in any downloaded Content or materials is transferred to you as a result of this license. NYE reserves complete title and full

intellectual property rights in any Content you may download from the Site, subject to this limited license for you to make personal use of the Content as set forth herein. You may not use any of the marks or logos appearing throughout the Site without express written consent from the trademark owner, except as permitted by applicable law. Competitors and third party aggregators may not mirror, scrape, or frame the home page or any other pages of the Site on any other website or webpage. Competitors and third party aggregators may not connect "deep links" to the Site (*i.e.*, create links to this Site that bypass the home page or other parts of the Site) without NYE's express written consent. This prohibition is not intended to restrict the non-commercial activities of individuals.

2. **Order Validation and Acceptance**. When you place an order, NYE reserves the right to verify your method of payment, shipping address and/or tax exempt identification number, if any, before processing your order. Your placement of an order with NYE is an acceptance of NYE's offer to sell its Products, subject to availability and pursuant to the Terms and Conditions contained in this Agreement. Orders are not binding upon NYE until accepted by an authorized representative of NYE. Prices listed and charges discussed herein are in U.S. dollars. Some products may not be available for shipment outside the United States. NYE, at its discretion, may complete your order by processing your payment and shipping the Product, or may, for any reason, decline to complete your order or any part of your order. Delivery and/or shipment dates provided in connection with any order are estimates only and do not represent fixed or guaranteed delivery dates.

3. **Payment Terms**. Standard terms for Customers that are registered businesses and meet NYE's credit criteria are Net 30 days from invoice date, unless otherwise agreed to in a signed writing by NYE. All payments are due within 30 days of the invoice date, without any deductions or setoffs. NYE shall have the right of set off and deduction for any sums owed. If Customer fails to make payment within the payment term period set forth above, NYE may defer shipments until such payment is made and may, at its option, cancel all or any part of unshipped orders. NYE reserves the right to add a $20.00 service charge on all returned checks. Credits granted by NYE must be used within one (1) year of issuance. Credits not taken within one (1) year are subject to cancellation, and NYE shall have no further liability. Customer shall pay NYE all costs incurred by it in collecting any past due amount from Customer, including all court costs and reasonable attorneys' fees, provided, however, if the foregoing charges exceed that rate which may be lawfully

charged under applicable law, then such charges shall be calculated so as not to exceed the lawful rate. All invoices not paid within the time period set forth above are deemed late and monthly interest of 1.5% shall begin to accrue on the unpaid amounts from such date until paid in full by Customer.

4. **Quantity Limitations**. NYE may limit or cancel quantities available for purchase on any order on any basis, and alter the availability or duration of any special offers at any time. NYE may reject any order, or any part of an order.

5. **Electronic Communication**. When you place an order via the Site, you are required to provide a valid email address, which NYE may use to communicate with you regarding the status of your order, advise you regarding shipment of backordered products, and to provide you with any other notices, disclosures or other communications relating to your order. You agree that NYE will not be responsible for any damage you incur, or information you do not receive, as a result of your failure to provide and maintain a valid email address.

6. **Product Descriptions and Pricing Information**. NYE purchases all Products directly from its respective original manufacturer or its authorized distributor. NYE makes every effort to provide current and accurate information relating to the Products and prices, but does not guarantee the currency or accuracy of any such information. All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions or capacity and other details including, without limitation, statements regarding compliance with legislation or regulation (together "Descriptions") wherever they appear (including, without limitation, in catalogs, on web sites, on dispatch notes, invoices or packaging) are intended to give a general idea of the Products, but will not form part of this Agreement. If the Descriptions of any Products differ from the manufacturers' description, the latter shall be deemed to be correct. NYE relies on such information, if any, as may have been provided to it by the manufacturers of the Products and accepts no liability in contract or tort, or under statute, regulation or otherwise for any error in or omission from such Descriptions whether caused by NYE's negligence or otherwise. Information relating to Products is subject to change without notice. In the event NYE discovers a material error in the description or availability of a Product that affects your outstanding order with NYE, you will be notified of the corrected version, and you

may choose to accept the corrected version or cancel the order. If you choose to cancel the order, and your credit card has already been charged for a purchase, NYE will issue a credit to your credit card in the amount of the charge.

7. **Pricing**. Prices charged will be those prevailing when an order is placed regardless of method of order. For scheduled deliveries over 60 days, NYE reserves the right to charge the Customer the price of the Products at shipment if higher. NYE's quoted prices do not reflect the cost of accommodating Customer's purchases via credit card or any third-party procurement services, software or ecommerce providers and NYE may accordingly pass through the additional charges incurred as a result of Customer's use of such purchasing methods. Prices shown do not include any Federal, State or local taxes or any present or future sales, use, excise, value-added or similar taxes. Prices are subject to change at any time prior to NYE's completion of your order, which is upon shipment of all quantities of Products ordered. In the event NYE discovers a material error in pricing, you will be notified of the corrected version, and you may choose to accept the corrected version, or cancel the order. If you choose to cancel the order, and your credit card has already been charged for a purchase, NYE will issue a credit to your credit card in the amount of the charge. All prices are in U.S. dollars.

8. **Methods of Payment**. NYE offers the following payment methods:

For governmental customers: NYE accepts checks, money order, MasterCard, VISA, American Express, Discover, C.O.D., government purchase cards, and prepayment by wire transfer as well as open account credit to qualified institutions and businesses.

For United States customers: NYE accepts checks, money order, MasterCard, VISA, American Express, Discover, C.O.D. and prepayment by wire transfer as well as open account credit to qualified institutions and businesses. Payment must be made in the currency in which the order was placed.

For International customers: Except as otherwise provided on the Site, NYE accepts MasterCard, VISA, American Express, Discover, prepayment by wire transfer, cashier's

check in U.S. funds, as well as open account credit to qualified institutions and businesses. NYE cannot accept personal checks or certified personal checks. Money orders can result in significant delays. Use of Letters of Credit must be approved in advance by NYE's Accounting Department.

9. **Open Account Application**. A customer that desires to open a credit account must furnish such information as requested by NYE. NYE reserves the right in its absolute discretion to grant, refuse or discontinue any extensions of credit, or reduce or suspend any credit limit at any time. NYE also reserves the right to cancel any order, require payment in advance, or require Customer to provide adequate assurance of performance, without any liability by NYE, in the event of Customer's insolvency, filing of a petition in bankruptcy, the appointment of a receiver or trustee for Customer, or the execution by Customer of an assignment for the benefit of creditors. To obtain an account application for open account credit, contact any NYE sales representative by calling 800-536-1887 or fax your request to 201-750-1174. Please note, calls to NYE may be monitored and recorded for quality assurance purposes. Alternatively, you may download an account application. Please allow sufficient time for the account application process. To avoid delay on your initial order, you may elect an alternative payment method.

10. **Shipping and Handling**. Except as otherwise provided on the Site, (1) shipping or freight charges and insurance will be paid by the Customer, (2) all sales are made FOB NYE's warehouse in Northvale, NJ, USA, and (3) shipping or freight charges from NYE's warehouse in Northvale, NJ, USA are prepaid and added to the invoice, billed collect or billed to a third party. Shipments of excessive weight or size may require additional charges. NYE will notify you prior to shipment if these conditions exist. With regard to International Shipments, export orders requiring special handling, packaging, and documentation are subject to additional charges. Availability of ship methods is dependent on the destination country. Except as otherwise provided on the Site, (1) the shipping costs will be prepaid and added to your order, and (2) all import licenses, duties, tariffs, taxes and brokerage fees will be your responsibility.

11. **Taxes**. Except as otherwise provided on the Site, prices shown do not include any federal, state or local taxes, or any other taxes or charges imposed by any

government authority, including, without limitation, sales, use, excise, value-added 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. NYE charges sales tax unless you have a valid sales tax exemption certificate on file with NYE. NYE will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you provide a certificate that is not accepted for any reason by any governmental or regulatory authority, and NYE is required to pay tax on your purchase, you will reimburse NYE for the amount of such tax, and NYE's reasonable expenses incurred in connection with the payment and collection of such tax. Fax or e-mail your resale certificate and customer number to: "Attn: Sales Tax" at 201-750-1174 or salestax@newyorkerelectronics.com.

12. **Late Payments; Dishonored Checks**. Customer agrees to pay to NYE all costs incurred by NYE in collecting on any dishonored check or on any past due amount from the Customer, including all court costs, collection costs, and reasonable attorneys' fees. If a check you give us for payment is dishonored for any reason by the bank or other institution on which it is drawn, you agree to pay NYE $20.00 as a service charge (if the check cannot be re-deposited). All invoices not paid within the time period set forth in paragraph 3 above are deemed late and monthly interest of 1.5% shall begin to accrue on the unpaid amounts from such date until paid in full by Customer.

13. **Out of Stock Products**. If a Product you order is out of stock at the time of order placement, you may elect to have it shipped on a subsequent shipment. Except as otherwise provided on the Site, additional shipping charges will apply to each shipment. Backorders will be held based on your request.

14. **Export Compliance**. In addition to the United States and its territories, NYE accepts international orders. Some Products may not be available for shipment outside the United States. All orders of international origin or destination are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export control laws, restrictions, regulations and orders of the United States or applicable foreign agencies or authorities. Customer shall not, directly or indirectly, sell, export, transfer,

transship, assign, use, or dispose of Products in a manner which may result in any non-compliance with applicable export control laws, restrictions, regulations, and orders of the United States or applicable foreign agencies or authorities. Customer is responsible for obtaining any license or other official authorizations that may be required to export, re-export or import Products. Diversion contrary to the laws of the United States is prohibited. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the Products hereunder.

15. **Freight Damage**. If you receive merchandise that has been damaged in transit, it is important to keep the shipping carton, packing material and parts intact. Please contact a NYE Customer Service representative immediately to initiate a claim.

16. **FARS/DFARS**. NYE agrees only to be subject to the "mandatory flow down" provisions found in FAR Section 52.244-6. NYE does not agree to be subject to any DFAR.

17. **Product Returns**. In most cases, NYE will accept returns of Products subject to the terms outlined in this section and will replace the Products or refund your money at your option.

To facilitate processing of returned merchandise:

- Please contact a Customer Service representative to obtain an RMA (Returned Merchandise Authorization) number prior to returning a Product(s).
- For all returns not relating to manufacturers' warranties, returns must be made within thirty (30) days of date of invoice, be accompanied by the original invoice number, include a brief explanation of the reason for the return, and be in the original packaging and in resalable condition.
- All ESD sensitive devices will undergo incoming inspection, utilizing NYE's ESD Work Instructions and the most recent version of the ANSI/ESD S20.20 standard as a guide. ESD product that has not been handled according to the standard will not be eligible for credit.
- Return freight charge must be prepaid. C.O.D. returns cannot be accepted.

- Products returned solely due to Customer error may be subject to a restocking charge.
- To the extent that NYE purchases a Product from a manufacturer specifically for you, such Products may be Non-Cancelable/Non-Returnable.
- A Mil-Spec Product purchased from NYE is non-cancelable and non-returnable.
- “Not-In Catalogue Items” and parts specified as “Non-Cancelable/Non-Returnable” or (NC/NR) at the time of quote or sale are not returnable.
- Returns relating to manufacturers' warranties are subject to the terms and conditions of the applicable manufacturer's warranty and the applicable manufacturer's return policies for the Product (e.g., some Products may require return directly to the manufacturer). Please contact a Customer Service representative for details.

By returning any product to NYE, you represent and warrant that the returned product was purchased from NYE, is not counterfeit or otherwise non-conforming. You also agree that NYE may test any returned product to determine whether such product is counterfeit, non-conforming, or otherwise violates this Agreement. In the event NYE determines, in its sole discretion, that any returned product is counterfeit, non-conforming, or otherwise violates this Agreement, NYE may (i) report such problem to any applicable governmental or regulatory agency or any other applicable third party; (ii) quarantine such product for further testing or other analysis; and/or (iii) take such other actions as may be required or permitted under applicable law.

18. **Intellectual Property Rights/Infringement Disclaimer**. The Products may be subject to patent, trademark, copyright, design and other rights of third parties. NYE shall in no event whatsoever be responsible or liable in the event of any claim of infringement of any such rights. If an order includes software or other intellectual property, such software or other intellectual property is provided by NYE to you subject to all applicable copyrights and/or user licenses, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

19. **Force Majeure**. NYE will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not

limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. NYE's time for delivery or performance will be extended by the period of such delay or NYE may, at its option, cancel any order or remaining part thereof, without liability, by giving notice to you.

20. **Warranty and Limitation of Liability**. Products are sold by NYE with such warranties as may be extended by the manufacturer of the Products, and there are no warranties for value added services, services bundled with the Products, or other services provided by NYE. COPIES OF THE MANUFACTURERS' WARRANTIES ARE AVAILABLE PRIOR TO THE PURCHASE OF PRODUCTS BY CONTACTING NYE. NYE MAKES NO OTHER WARRANTIES AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND USE IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS AND NYE SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S IMPROPER SELECTION OF A PRODUCT FOR A PARTICULAR APPLICATION OR OTHERWISE. No warranty will apply if the Products are in any way altered or modified after delivery by NYE.

NYE'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR CONNECTED IN ANY MANNER WITH THE SUPPLYING OF ANY PRODUCTS OR SERVICES HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE ALLOCABLE TO SUCH PRODUCTS OR PART THEREOF INVOLVED IN THE CLAIM, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND FOR PROPERTY DAMAGE AND DEATH) OR OTHER GROUNDS, SHALL NOT IN ANY EVENT EXCEED THE PRICE ALLOCABLE TO SUCH PRODUCTS OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT. IN NO EVENT SHALL NYE BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUES, SALES, DATA, BUSINESS, GOODWILL OR USE, EVEN IF NYE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT WITHOUT THIS LIMITATION OF LIABILITY NYE WOULD NOT HAVE AGREED TO THE PRICE OR TERMS AND CONDITIONS OF

THIS AGREEMENT. Any cause of action against NYE must be instituted within one (1) year from the date of purchase or provision of the products or services.

If NYE provides Customer with advice, training, applications support, or other assistance which concern any Products supplied hereunder, or any equipment, system or the like in which the Product may be installed, NYE's giving of such advice or assistance will not subject NYE to any liability, whether based on contract, warranty, tort (including negligence) or other grounds. In order to maintain quality customer service, NYE may monitor or record telephone calls and other communications.

21. **Unauthorized Use of Products Prohibited**. Products sold by NYE are not authorized for use in certain applications including, but not limited to, life safety, life support, life sustaining, surgical, human implant, nuclear, or aircraft applications or for any use or application in which the failure of a single component could create a situation in which property damage, personal injury, or death is likely to occur, unless an authorized officer of the manufacturer has authorized or approved any such use(s) in writing, or alternatively has provided Customer with a document signed by an authorized officer waiving Customer's responsibility for any such use. YOU AGREE TO INDEMNIFY AND DEFEND NYE AND THE MANUFACTURER OF THE PRODUCTS AGAINST ALL DAMAGES, COSTS, AND EXPENSES THAT MAY BE INCURRED, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS RELATING TO ANY LAWSUIT OR THREATENED LAWSUIT ARISING OUT OF THE USE OF PRODUCTS IN UNAUTHORIZED APPLICATIONS.

22. **Indemnification**. You understand and agree that you are personally responsible for your use or inability to use the Products, your reliance upon any information or recommendation provided by NYE personnel, and your conduct on the Site. You agree to indemnify, defend and hold harmless NYE and its principals, business partners, licensors, employees, agents, representatives, and any third-party information providers from and against all claims, losses, expenses, damages (including, but not limited to, direct, incidental, special, consequential, punitive, exemplary and indirect damages), costs and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Products your reliance upon any information or recommendation provided by NYE, your conduct on the Site, or any violation by you of this Agreement.

23. **Dispute Resolution**. Any controversy or claim arising out of or relating to the Agreement, including the subject transaction between NYE and Customer, non-payment by the Customer or breach by either party of these Terms and Conditions, or your use of this Site, shall be settled by arbitration under the rules provided by the American Arbitration Association ("AAA"), and you hereby waive any right you may otherwise have to a jury trial. A single arbitrator shall preside over any arbitration, and such arbitrator shall, in his or her sole discretion, determine the arbitrability of any alleged Dispute. Any arbitration shall be conducted in northern New Jersey and the laws of the State of New Jersey shall apply thereto, without regard to any conflict of laws provisions. Judgment on an award rendered by an arbitrator may be entered in any state or federal court within or without the State of New Jersey.

24. **Governing Law**. This Agreement and any sales hereunder shall be governed by the laws of the State of New Jersey without regard to conflicts of law rules The 1980 United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, shall not apply to this Agreement. For any dispute that is determined to not be subject to arbitration as set forth above, the parties consent and waive their objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Bergen County, New Jersey and the United States District Court for the District of New Jersey.

25. **Legal Expenses**. In the event either party institutes any legal action or proceeding, or asserts any claim, against the other party relating to this Agreement, any transaction between the parties or the use of the Site, the party that does not prevail in such action or proceeding or on such claim shall reimburse the prevailing party for its reasonable expenses, including costs and attorneys' fees, incurred as a result of the prevailing party's pursuit or defense of such action, proceeding or claim as the case may be.

26. **Severability**. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision(s) shall be enforced to the fullest

extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. **Waiver**. NYE's failure to insist on performance of any term or condition contained in this Agreement, or failure to exercise any of its rights hereunder, shall not constitute a waiver of any of NYE's rights or remedies under this Agreement.

28. **No Third Party Benefit/No Assignment.** The provisions set forth in these Terms and Conditions are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of NYE. The obligations, rights, terms and conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their permitted respective successors and assigns.

29. **Changes to the Agreement**. NYE reserves the right to change the terms of this Agreement without notice. You are responsible for reviewing this Agreement prior to making any purchase from NYE, and your continued use of the Site acknowledges your agreement to this responsibility. In the event that a change or update is made to this Agreement, the "Date of Last Modification" at the end of this Agreement will be updated accordingly. As part of the registration process to become a registered user of certain functionality on the Site, as a default, you elect to receive e-mails notifying you of changes to this Agreement and/or other NYE policies; you may elect not to receive these e-mails by opting out of this default. Notwithstanding any provision of this Agreement to the contrary, NYE may make changes to this Agreement without notice to comply with applicable laws or best practices and such changes shall be binding on you and NYE. Any amendment or modification to this Agreement agreed to by you and NYE must be in writing and signed by you and an authorized representative of NYE.

QUESTIONS OR ADDITIONAL INFORMATION. If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to sales@newyorkerelectronics.com.