Previous version. This is the NetSource Technology, Inc. Customer Terms and Conditions as published at nstechnology.com/customer-terms-and-conditions/ before the version effective November 12, 2026. It applies to orders formed while it was in force. For current terms, see nstechnology.com/customer-terms-and-conditions/.

Customer Terms & Conditions

The sale of products and services ("Products") by NetSource Technology, Inc. ("NetSource") is subject exclusively to these terms and conditions ("Agreement"), regardless of any additional or conflicting terms presented in a customer purchase order, document, or other communication ("Order"). Any such conflicting or preprinted terms are rejected and do not modify this Agreement.

1. Orders

All orders are subject to acceptance by NetSource. We reserve the right to allocate product availability among customers. Unless otherwise agreed in writing, all orders are non-cancelable and non-returnable (NCNR). Orders cannot be canceled or rescheduled without NetSource's written consent. Once shipped, cancellations are not permitted.

2. Prices

Quoted prices are valid for 24 hours unless a holding purchase order is received, in which case pricing is valid for up to 3 days, or as otherwise stated. NetSource reserves the right to adjust pricing in the event of supplier cost increases or external conditions. Customers will be notified of any changes prior to shipment and may cancel the order in writing within 24 hours. Prices exclude taxes, duties, shipping fees, and other government-imposed charges. Customers are responsible for any applicable fees.

3. Terms of Payment

Payment is due within 30 days of the invoice date, without offset or deduction. Past due balances may accrue interest at 1% per month, plus reasonable attorney fees and collection costs. NetSource may adjust credit terms with 10 days' notice and apply payments at its discretion.

4. Delivery & Title

Customers are responsible for all shipping costs. Title and risk of loss transfer to the customer upon delivery to the carrier. Delivery dates are estimates only. Delays do not entitle customers to cancel orders. Partial shipments may occur and must be accepted.

5. Acceptance and Returns

Customers must report any damage, shortage, or discrepancy within 5 days of delivery. Failure to notify NetSource constitutes acceptance. Returns require a valid RMA (Return Material Authorization) issued within 30 days of receipt. Items must be in original manufacturer packaging and returned freight prepaid. Restocking fees may apply. NetSource may return ineligible items freight collect or hold them at the customer's expense.

6. Limited Warranty

NetSource passes through any manufacturer warranties where applicable. We warrant that products conform to manufacturer specifications. Value-added work performed by NetSource will meet customer-provided specifications.

NetSource disclaims all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

For nonconforming products, our sole remedy is to (1) repair, (2) replace, or (3) refund the purchase price. Products must be returned within 30 days with proof of purchase, freight prepaid.

7. Limitation of Liability

NetSource is not liable for indirect, incidental, or consequential damages (including loss of profits, data, or reputation). Customer's maximum recovery is limited to the purchase price of the affected product.

Customers agree to indemnify and hold NetSource harmless from third-party claims arising from:

- Use of products in combination with other products
- Use of customer-supplied specifications or designs
- Product modifications by anyone other than NetSource

8. Force Majeure

NetSource is not liable for any failure to fulfill obligations due to causes beyond our control (e.g., natural disasters, labor disputes, pandemics, terrorism, shipping delays, shortages, etc.).

9. Use of Products

Products are not authorized for use in life support, critical safety systems, or applications where failure may cause injury or significant property damage. Any such use is at the customer's risk. Customers agree to indemnify NetSource and the manufacturer from related claims.

10. Export/Import Compliance

Products may be subject to U.S. and international export regulations. Customers are responsible for compliance and for securing any required licenses or authorizations.

11. Product Information

Product details, including specifications, classifications, and use cases, are provided by suppliers and are offered "AS IS." NetSource disclaims responsibility for the accuracy or completeness of this information and is not liable for errors or omissions. Customers are responsible for verifying product suitability before use.

12. General Provisions

- Governing Law: This Agreement is governed by the laws of the State of California. Venue shall be in Orange County, California. The U.N. Convention on the International Sale of Goods does not

apply.

- Assignment: Customers may not assign this Agreement without prior written consent. NetSource may delegate obligations to affiliates.
- Modifications: Any changes to this Agreement must be made in writing and signed by both parties.
- Relationship: The relationship between NetSource and the customer is that of independent contractors.
- Technical Advice: Any technical assistance is provided as a courtesy and without liability.
- Waiver: Failure to enforce any term does not waive the right to enforce it later.
- Severability: If any part of this Agreement is found unenforceable, the remaining terms remain in effect.
- Third-Party Rights: Products may be subject to intellectual property rights including patents, copyrights, or licenses.
- Compliance: Both parties agree to comply with all applicable laws and regulations.