
TERMS & CONDITIONS OF SALE

Thanks for buying from Astera. We appreciate your business and would like to make sure you have a rewarding experience while you're buying our products, whether you're purchasing from Astera HQ, one of its international offices, or one of its many authorised dealers (all referred to as "Astera" in this policy.)

Astera's terms and conditions of sale shall govern all sales transactions. Acceptance of Customer's Purchase Order is expressly made conditional on Customer's acceptance of Astera's Standard Terms and Conditions of Sale ("Standard Terms") as set forth herein (or as amended and published from time-to-time by Astera). Astera's Standard Terms may not be varied, except in writing signed by an Astera officer at Astera Headquarters. These Standard Terms in conjunction with the applicable Astera invoice include all the terms, warranties, and conditions pertaining to each transaction, and can in no way be altered, modified or changed by Customer or by any Astera sales agent or sales representative, verbally or otherwise.

Quotation price protection

All prices are subject to change without notice. Federal, State and/or local Sales taxes are not included in published or quoted prices. All quotations, bids and orders are subject to the final written approval, acceptance and/or confirmation by Astera, in accordance with these Standard Terms. Quotations will be valid for a period of thirty (30) days. Confirmed prices on deferred or held orders will be valid for sixty (60) days.

Payment terms

Payments are to be made in the currency indicated on the quotation or invoice. Standard Payment Terms state 50% to be paid on order placement, and 50% before shipping date. These terms are resolute unless otherwise stated on the invoice due to regional variations in payment regulation. The Customer will be liable for all legal fees incurred by the Astera in the event that legal action is required to collect any amount owing to Astera past due accounts under these Standard Terms, including legal fees associated with efforts to collect past due accounts.

Freight and freight claims

Product will be tendered and shipped F.O.B. Manufacturer's plant or warehouse. The title and risk of loss or damage to Products pass to Purchaser upon Manufacturer's delivery to initial carrier. Manufacturer will select such carrier and ship Product freight prepaid and added to the price of the relevant Product. Manufacturer may, in its discretion, choose to make partial shipments and shall bill each shipment as it is made, but on terms applicable to the complete order. Manufacturer may, at its discretion, offer freight allowances for orders in excess of certain set prices. Purchaser shall contact Manufacturer for the applicable terms and conditions of any freight allowances offered by Manufacturer. Manufacturer will use its own discretion in routing the shipment. If a more expensive means of transportation is specified by Purchaser, Purchaser assumes all extra transportation costs. Delivery dates of all shipments are estimated and are not guaranteed. Manufacturer assumes no liability in connection with any delay in delivery caused by. Postponement of deliveries at Purchaser's request, if for a period of more than ten (10) days, will not be permitted unless prior approval is given by an authorized officer of Manufacturer.

Shipping & Delivery

All shipment/delivery dates on Astera quotes, acknowledgements, or otherwise are Astera's best approximation of probable shipment/delivery dates and are not guaranteed. Since the actual delivery of your order can be impacted by many events beyond Astera's control once it leaves our facilities, Astera cannot be held liable for late deliveries. We will, however, work with you to ensure a smooth delivery.

Minimum order

The minimum acceptable order is \$2,500.00, with the exception of orders for replacement parts or accessories, which will be judged at Astera's discretion. Special or custom orders are subject to higher minimums at Astera's discretion.

Product acceptance and returns

Purchaser has seven (7) days following delivery to perform all necessary tests and inspections and report any discrepancy in shipment quantity, after which time the Purchaser will be deemed to have irrevocably accepted the Product.

No Product will be accepted for return and no repair or replacement will be made or credit be allowed on any Product returned unless such return is made in accordance with Manufacturer's Product Return Policy. Orders accepted by Astera for customized, modified or specifically produced items are non-cancelable and said items are non-returnable. All requests for the return of standard product must be made within ninety (90) days of the date of invoice, and will only be accepted if in resaleable condition. No product(s) will be

accepted for return unless accompanied by a Return Goods Authorization issued by the Sales Coordinator only. A minimum 35% restocking and reworking charge, plus full freight, will apply to all returns.

Order cancellation/change charges

After receipt of approved drawings and release of the order the following charges shall apply:

Standard products: 35% of selling price.

All OEM products and customised products: 100% of selling price.

The following minimum fees will apply in case of product modification after an order has been released and scheduled:

2 weeks after release – 10% of order value.

4 weeks after release – 25% of order value.

6 weeks after release – 50% of order value.

1 week prior to shipment – no modification will be accepted without a complete price revision up to entire cost of affected product(s).

All cancellation terms herein are subject to change or be wavered based on each individual case at the discretion of Astera.

NOTE: Any change order will automatically involve a reschedule of the shipment date and freight minimums may be affected (allowed freight may be cancelled or adjusted).

Resellers Only

Astera sells and ships products to dealers and distributors for resale only. You may not purchase products directly from Astera if you are an end-customer/end-user (excluding orders above \$20,000.00 USD). For all end-customer/end-user sales, Astera operates a dealer network. For dealer locations and/or contact details, please contact contact@astera-led.com.

US Sales Only

Astera USA accepts orders from billing addresses within the United States and most U.S. territories. Astera USA will not ship products to an address outside of the U.S. Please contact contact@astera-led.com to find the appropriate Astera office outside of the U.S. Astera products are subject to U.S. and foreign export control laws and regulations and must be purchased, sold, exported, re-exported, transferred, and used in compliance with such export laws and regulations.

EU Sales Only

Astera Europe accepts orders from billing addresses within European territories. Astera Europe will not ship products to an address outside of Europe. Please contact contact@astera-led.com to find the appropriate Astera office outside of Europe. Astera products are subject to European and foreign export control laws and regulations and must be purchased, sold, exported, re-exported, transferred, and used in compliance with such export laws and regulations.

Product Availability and Limitations

Given the popularity and/or supply constraints of some of our products, Astera may have to limit the number of products available for purchase. Astera reserves the right to change quantities available for purchase at any time, even after you place an order. Furthermore, there may be occasions when Astera confirms your order but subsequently learns that it cannot supply the ordered product. In the event we cannot supply a product you ordered in a reasonable time, Astera will delay the delivery date or cancel the order and refund your purchase price in full. This will be discussed with the customer to reach a mutually beneficial decision.