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5. Products or services are deemed accepted by Customer unless Customer notifies Seller in writing within 10 days of delivery or performance of shortages, damage or defect. No returns or refunds may be made for any reason without compliance with Seller Form issued by Seller. deli. If Customer refuses to accept tender or delivery of any products or returns any products without authorization from Seller, such products will be held by Seller awaiting Customer's instruction for 20 days, after which Seller may deem the products abandoned and dispose of them as it sees fit, without crediting Customer's account. Customer warrants that any products returned are the same products Seller shipped to Customer and, except as disclosed in writing to Seller, are unaltered.
6. Seller will not be liable for any failure or delay in its performance or in the delivery of services or shipment of products, or for any damages suffered by Customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Seller's suppliers or any other cause or causes beyond Seller's reasonable control. Seller reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Seller reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any product which is in short supply.
7. This document, and not any purchase order or other Customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer and is a rejection of any other terms or conditions. Customer, by accepting any products or services, making any payments or ordering any products or services having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from Customer and whether or not Seller will specifically or expressly object to any of Customer's terms. Seller's failure to object to any document, communication or act of Customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in a signed writing by Seller before becoming binding on Seller.
8. If Customer's order is placed under a contract with the United States Government, Seller agrees to comply only with those contract provisions and regulations with which, pursuant to law, it must comply and of which Customer has, at the time of order placement, placed Seller on written notice. However, in no event will United States Government Cost Accounting Standards apply. **To the extent not exempt, Customer shall abide by the requirements of 41 CFR gres to comply only with and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.** Unless specifically otherwise agreed in writing by Seller, Customer acknowledges that products sold by Seller are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage.
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10. Except for the exclusive warranty remedy described in paragraph 3, above, NEITHER SELLER NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART BY THE INADEQUACY OF ANY PRODUCTS OR SERVICES FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCTS OR SERVICES (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES OR BY ANY FAILURE OR DELAY IN SELLER'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, COST OR REPLACEMENT GOODS OR SERVICES (COVER), REWORK, LOSS OF DATA, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER HAS INFORMED SELLER OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES. IN NO EVENT WILL SELLER'S LIABILITY, REGARDLESS OF BASIS (INCLUDING TORT, CONTRACT, INDEMNIFICATION OR OTHERWISE), EXCEED THE PRICE PAID FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.
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13. No order or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without Seller's prior written authorization and, in such event; Customer will be liable to Seller for any additional costs and expenses incurred by Seller. Prices are subject to change by Seller upon Customer rescheduling or reconfiguration of orders. Prices are also subject to change in response to supplier price increases or if a price has been quoted in error, whereupon, Customer may cancel the undelivered portion of any affected order by delivering written notice to Seller prior to the shipment thereof and within 10 days of its receipt of notice of the price increase. Seller may assign its accounts receivable. In order to defray the cost of Customer account administration, any amount owed to Customer which remains unclaimed by Customer for a period of twelve months will become the property of Seller.
14. Quantity Variance. All orders for wire and cable products will be shipped +/- 10% unless previously agreed to be Seller in writing.