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INCONVENIENT FORUM. Each party agrees that a final judgment in any such proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

5. Products or services are deemed accepted by You unless You notify Seller of shortages, damage or defects in writing within 10 days of delivery of Products or performance of services. All returns or refunds must comply with Seller's returns or refunds policy. If You refuse to accept tender or delivery of any Products or return any Products without authorization from Seller, Seller will hold such Products awaiting Your instructions for 20 days, after which Seller may deem the Products abandoned and dispose of them, without crediting Your account. You warrant that any Products returned are the original Products Seller shipped to You and are unaltered. All returns are subject to a restocking fee up to 50% of the value of the Products being returned.
6. Seller will not be liable for any damages due to any failure or delay in its performance as result of any events beyond its reasonable control. Seller may cancel without liability any order delayed by any such cause(s). In its sole discretion, Seller may allocate, defer, delay, or cancel the shipment of any Product which is in short supply.
7. These Terms are subject to change and are effective upon Seller posting the updated Terms to its website (available at <https://www.mstarlabs.com/legal/terms-and-conditions-of-sale>).
8. If Your order is placed under a contract with the United States Government, Seller agrees to comply only with those contract provisions and regulations that meet both of the following conditions: (a) Seller must comply with such provisions and regulations applicable to a manufacturer as a matter of law, and (b) You have identified them in writing and they have been accepted in writing by Seller at the time of order placement. In no event will United States Government Cost Accounting Standards apply. To the extent not exempt, You shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) 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.
9. You covenant that Products and services provided by Seller 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. In the event that You breach such covenant, You will fully defend, indemnify and hold harmless Seller, its agents and Suppliers from any claims resulting from such breach.
10. You will comply with any applicable export or resale restrictions and regulations. Seller does not warrant and will not be liable for any error regarding the accuracy of any statement as to product country of origin, ECCN, HTS Code, RoHS compliance, parametric or conflict mineral data or compliance with applicable law. You certify that You comply with all applicable laws, including the labor laws and regulations and anti-bribery regulations in the jurisdictions where You operate.
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Version 20211118B