

## FCC Notice “Declaration of Conformity Information”

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna. Locate the antenna more than 30 feet away from the equipment and connect it to the receiver using a shield cable.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

**WARNING:** Only peripherals complying with the FCC class B limits may be attached to this equipment.

Changes or modifications made to this equipment, not expressly approved by us or parties authorized by us could void the user’s authority to operate the equipment. This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

## SAFETY INSTRUCTIONS

There are two categories of Safety Instructions included in this manual:

- Product Warnings, (i.e., what must never be done to assure avoiding those hazards that could cause bodily injury or property damage); and
- User Directions (i.e., what must always be done to assure the safe use of your device).

The Safety Instructions contained in this manual have been categorized in accordance with the seriousness of the potential hazards through the use of Signal Words. Those Signal Words, and their intended meanings, are as follows:

**DANGER:** Indicates that a failure to observe the Safety Instructions could result in death or catastrophic bodily injury.

**WARNING:** Indicates that a failure to observe the Safety Instructions could result in serious bodily injury.

**CAUTION:** Indicates that a failure to observe the Safety Instructions could result in minor bodily injury or property damage.

**NOTE:** Designates important information that relates to activities and/or conditions that might result in loss of data and/or damage to your device.

## Safe Use and Operation of Your Device

This equipment emits stray RF energy and will interfere with the reception of signals by airborne electronic navigational devices or medical devices. Do not operate this equipment near any sensitive medical devices.

**WARNING:** Use only grounded AC power cords.

**DANGER:** If NuForce equipment and all other equipments connected to it do not have AC ground, higher than usual amount of radio frequency emission could occur.

Always immediately disconnect the power to the equipment in the event the device emits an unusual odor or sound or generates smoke.

**WARNING:** Never attempt to disassemble, repair or make any modification to your device. Disassembly, modification or any attempt at repair could cause bodily injury or property damage, as well as damage to the device itself.

**WARNING:** Your device is not a toy. Never allow children to play with your device. Misuse, rough or improper handling of your device by children could result in serious bodily injury for any of the enumerated safety warnings in this manual. In addition, always keep all accessories and components out of the reach of small children as small parts might present a choking hazard. Seek immediate medical attention if choking occurs or if any small part has been swallowed.

**CAUTION:** Never raise the sound volume level too high when using your device with earphones. An excessive sound volume level could cause damage to your hearing.

**WARNING:** To reduce the risk of fire or electric shock, do not expose the unit to moisture or water.

Do not allow foreign objects to get into the enclosure. If the unit is exposed to moisture, or a foreign object gets into the enclosure, immediately disconnect the power cord from the wall. Take the unit to a qualified service person for inspection and necessary repairs.

Read all the instructions before connecting or operating the component.

Keep this manual so you can refer to these safety instructions.

Heed all warnings and safety information in these instructions and on the product itself. Follow all operating instructions.

Do not use this unit near water.

You must allow a minimum 10 cm or 4 inches of unobstructed clearance around the unit. Do not place the unit on a bed, sofa, rug, or similar surface that could block the ventilation openings. If the unit is placed in a bookcase or cabinet, there must be ventilation of the cabinet to allow proper cooling. Keep the component away from radiators, heat registers, stoves, or any other appliance that produces heat.

The unit must be connected to a power supply only of the type and voltage specified on the rear panel.

Connect the component to the power outlet only with the supplied power supply cable or an exact equivalent. Do not modify the supplied cable.

Do not route the power cord where it will be crushed, pinched, bent, exposed to heat, or damaged in any way. Pay particular attention to the power cord at the plug and where the cord exits the back of the unit.

The power cord should be unplugged from the wall outlet during a lightning storm or if the unit is to be left unused for a long period of time.

Immediately stop using the component and have it inspected and/or serviced by a qualified service agency if:

- The power supply cord or plug has been damaged.
- Objects have fallen or liquid has been spilled into the unit.
- The unit has been exposed to rain.
- The unit shows signs of improper operation
- The unit has been dropped or damaged in any way

## Read Me First

Thank you for purchasing the NuForce™ IA-7 integrated amplifier. The NuForce™ amplifier utilizes unique analog switching circuit topology. Before connecting and powering up the amplifier for the first time, please take a moment to study the following information in order to ensure proper operation and to avoid costly damage.

Serious audiophiles who want to enjoy the full potential of NuForce IA-7 should allow the amplifier to “break-in” for roughly 75 hours (i.e., play music for about 75 hours before evaluating the amplifier).

**WARNING! Do not connect NuForce speaker-level outputs to the line-level inputs of active devices such as active subwoofers or semi-active speakers with powered woofers.**

If you use semi-active speakers where the woofer is powered, or a subwoofer that accepts speaker-level signal from the NuForce, or sums the left and right input signals from the speaker outputs of *two* NuForce mono amplifiers, **please consult NuForce or your dealer before proceeding.**

**WARNING! Use only grounded AC power cords.**

**DANGER:** If NuForce equipment and all other equipments connected to it do not have AC ground, excessive amount of radio frequency emission could occur. This will interfere with medical devices (such as pacemaker), airborne electronic navigational devices and other radio frequency receivers.

**AC Input** - The NuForce IA-7 is designed to work with worldwide AC voltages (110VAC - 240VAC).

**WARNING! No-Load Condition** - Do not turn the unit on when there is no load on the speaker terminals. Only switch the unit on after you have connected it to the speakers. Strong resonant currents could occur under a no-load condition that can overheat the passive components.

If the amplifier overheats due to a no-load accident (this doesn't always happen), the overheat protection circuit will shut the amp down (the power LED light will remain lit) and restart after it has cooled down. Should this occur, it is good practice to switch the power OFF completely and let the amp cool down before powering it up again.

**Equipment Compatibility** - The NuForce amplifier has usable power bandwidth up to 100 kHz. As a result, the high-frequency noise and grounding flaws created by custom modification or by aging upstream components such as a CD player, D/A converter, or preamplifier could become audible as a loud hissing or buzzing noise.

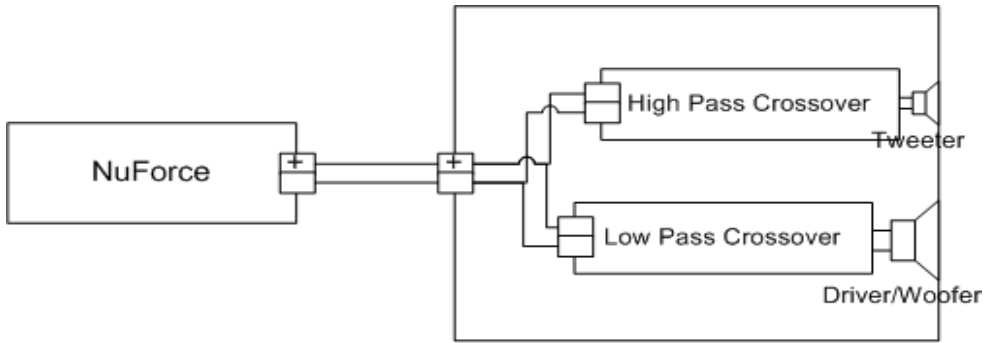
**Adjusting Speaker Toe-In and Listening Position** - The NuForce amplifier has a very wide and deep soundstage. To fine-tune its effect, try experimenting with the amount of speaker toe-in and also the listener's distance to the speakers. Be aware that these adjustments can affect the perceived high frequency balance/level.

**Floating Speaker Output** - The speaker output terminals are floating, with a 24VDC offset (DC across the speaker terminals is still 0V). Please consult NuForce Support (support@nuforce.com) if your setup requires any of the following configurations:

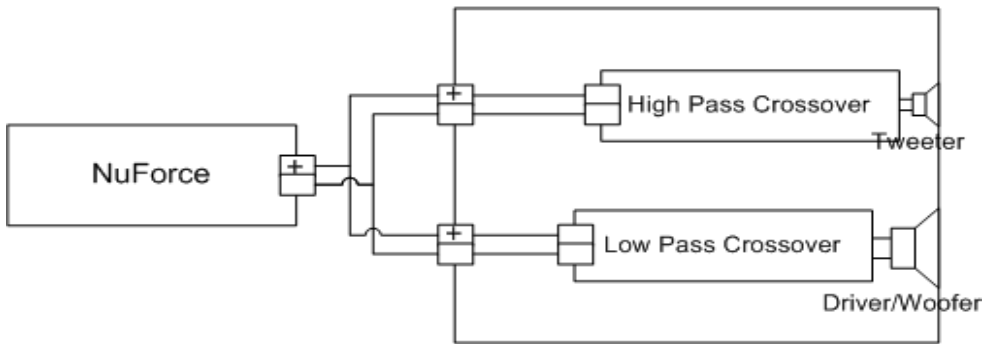
- Multiple amplifiers to drive a single speaker driver (*Never do this!*)
- Subwoofer that accepts and sums left and right input signals from *two* NuForce amplifiers' speaker terminals
- Grounding other audio signal grounds to any of the speaker terminals on the NuForce amplifier

- Using two amplifiers to drive a bi-amp, series-crossover speaker (uncommon setup)

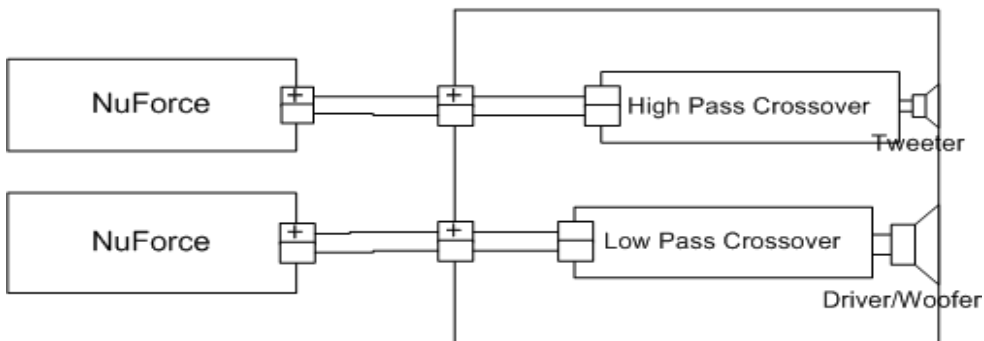
**Acceptable Speaker Configuration**



Single Amp., Single Wire (most common)



Single Amp., Bi-Wire (common in high-end speaker)



Bi-Amp., Bi-Wire (common in high-end speaker)

## Heat Dissipation

IA-7 V3 internal amplifier board has a different heat sink orientation and more efficient heat dissipation than previous generation V1 board. It is also designed to conduct heat directly to the top cover of IA-7 instead of the bottom chassis for better heat dissipation. Therefore the cover of IA-7 V3 will appear to be hotter than previous version of IA-7 but the objective is to provide long term reliability of the internal components. After prolong use, IA-7 V3 top cover's temperature could reach 54 degree C.

*The NuForce IA-7 is capable of supplying high continuous current. To avoid possible damage to your loudspeakers, exercise common sense: DO NOT unplug the input or loudspeaker cables while the power remains ON.*

## Quick Set-up Instructions

Connect the source component (CD player, for example) to Input 1. Securely attach the left and the right speaker cables. Make sure that the On/Off switch is in the Off position before inserting the supplied AC cord into the AC wall outlet.

To turn the IA-7 on, follow these two steps:

- Turn on the power supply to the amplifier by setting the rear panel AC On/Off switch to On. The front panel LEDs will blink once.
- Push and hold the Input Selection Knob for about 1 second. Rotate the Input Selection Knob until the LED shows that Input 1 is selected. Turn the Volume Knob clockwise to increase the volume.

To turn the IA-7 off, push and hold the Input Selection Knob for about 1 second. The IA-7 will power itself off and the selected input and volume level will be retained.

**Note:** The memory retention feature will not work if the rear panel On/Off switch is used to turn the IA-7 off.

## Functions

### *Front Panel Controls:*



**Input Selection Knob** (left knob) - Push it in to turn IA-7 On and Off. Rotate the knob to select Inputs 1, 2, 3, or 4. If the IA-7 is muted, pushing the Input Selection Knob once will bring the IA-7 out of muting.

**Volume Knob** (right knob) - Turn the Volume knob clockwise to increase the volume. There are four sequential LEDs that indicate the relative volume level.

**Mute** - Push the Volume knob in for 1 second to mute the IA-7. Push either knob or rotate the Volume Knob to take the IA-7 out of Mute and resume normal volume control.

**Memory Retention** - After the IA-7 is initially powered up, always use the Input Selection Knob or remote control to turn the IA-7 off - so that the last selected input and volume setting are retained in memory.

***Rear Panel Controls:***

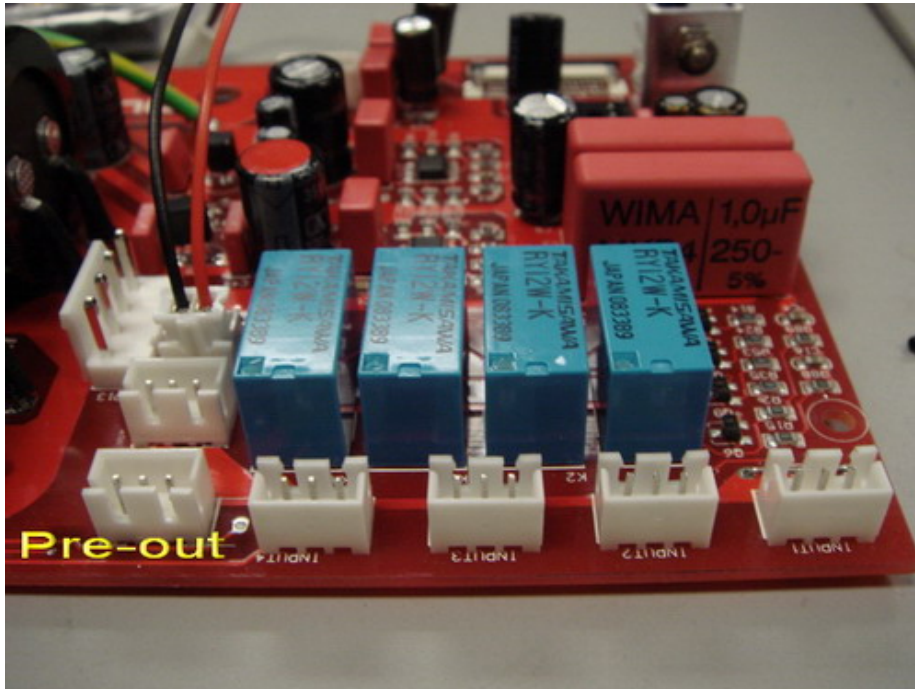


**Inputs 1-4** - Standard RCA line-level inputs for use with various source components.

**Pre-Out** - The 4<sup>th</sup> RCA input can be re-configured as a pre-out. Whether to have 4 RCA inputs or 3 RCA inputs and a pre-out is a trade-off depending on your requirement.

Re-configuring RCA #4 from Input to Pre-Out is easy: unplug the wire harness from RCA #4 and plug it into the socket for Pre-Out. The immediate un-used socket next to the 4th input is the Pre-Out. Carefully pull out Input #4 and turn the connector 180-degree (the direction of the Pre-Out is different) before inserting the connector into the Pre-Out socket.

***Access the Pre-out and input connectors by removing the 4 back panel screws, and then carefully lie down the back panel.***



**Speaker Outputs** - Accept spade lugs or banana plugs. Only connect speakers with the power switched off. Accidentally shorting the terminals can seriously damage the IA-7.

#### **Remote Control:**

The IA-7 includes a simple remote control with the following functions:

- Off** - Turns off the IA-7 while retaining the input/volume settings.
- On** - Turns the IA-7 On.
- Input Selection** ->: Each push of the button will switch the IA-7 to the next input.
- Mute** - Mutes the volume. Turn or push any knob to un-mute
- Up** - Volume increases
- Down** - Volume decreases
- 1, 2, 3, 4** - Direct input access
- On+1** - Jumps to volume level 1. Pressing On+2, 3, or 4 jumps to their respective volume levels.



A universal learning remote control may also be programmed to operate the IA-7.



## Analog Switching Amplifier

NuForce™ Analog Switching Amplifier technology is built on the principle that a power oscillator can be modulated by an audio signal so that it produces the amplified audio signal via a reconstruction filter without the bandwidth limitation of a conventional, fixed-frequency, carrier-based PWM control. Our design employs a high-performance analog modulation technique and closed-loop control system, which is why we refer to our product as an Analog Switching Amplifier.

NuForce developed its revolutionary amplifier technology from the ground up to reassess and redefine faithful music reproduction. The first impressions of listening to NuForce amplifiers are those of pristine clarity, natural tonality, expansive imagery, and realistic proportions of the musicians and their instruments. Bass notes are well defined and articulate, with addictive rhythm and drive.

NuForce believes that uncompromised and uncompromising music reproduction requires the following:

**In order to achieve our goal of flawless music reproduction, NuForce amplifiers are designed with the following characteristics:**

### High Bandwidth

The NuForce™ Analog Switching Amplifier produces a flat response from 20 to 120,000 Hz with very low variations and extend toward 150Khz at -3db. Only a handful of very expensive linear amplifiers can boast that kind of bandwidth. Indeed, many linear and digital switching designs fall short of a 20-25,000Hz bandwidth.

### Low Distortion

The majority of today's amplifiers claim less than 0.1% Total Harmonic Distortion (THD). It's important to note, however, that the seemingly low figure is normally achieved when measured at 1W using a 1000Hz sine wave. At full power, these distortion figures can be as much as 100 times greater, and as frequencies rise, distortion increases further still. NuForce's patented and patent-pending technologies cancel distortion at every aspect of operation. Our Analog Switching Amplifier boasts vanishingly low distortion characteristics at high output power level or audio frequency.

### Unique closed-loop design

Rather than a sawtooth waveform to achieve modulation, our Analog Switching Amplifier employs a proprietary, naturally occurring modulating signal that does not add noise to the system, nor does it suffer from the 180-degree phase shift an output filter characteristically produces. Our high-bandwidth and closed-loop system provide a high gain with frequency of up to 1MHz, thus greatly diminishing non-linearities. We achieve an operating power bandwidth as high as 150kHz, while maintaining consistently low distortion across the frequency spectrum.

### Near Zero Phase Shift

Phase shift produces inaccuracies, particularly with respect to spatial information. Most amps produce phase shifts of greater than 45 degrees at 20kHz, approaching 90 degrees as frequency rises. Nuforce amps exhibit close to zero phase shift at all frequencies.

### High Damping Factor

To compute an amplifier's damping factor, a reference input signal is applied to output voltages without load ( $V_{no-load}$ ) and with an 8-ohm speaker load ( $V_{load}$ ).

Damping Factor =  $V_{no-load} / (V_{no-load} - V_{load})$ .

The industry standard has its problems. We see a critical need for our closed-loop response to include the speaker load for the PWM switching oscillation to have relevance. Output without load tells us nothing. We measure output with an internal 100-ohm Zobel network. Using the industry's measurement method, we get a  $V_{load}$  almost identical to or slightly higher than a  $V_{no-load}$  at the filtered MOSFET output, i.e., an infinite damping factor.

Since Nuforce requires a closed-loop response to oscillate for the PWM controller to function, and the closed-loop transfer function changes with loads, NuForce technology renders conventional damping-factor measurements irrelevant.

## NuForce IA-7 V3



### Specifications:

- Power Output:
  - 100W x 2 with 24,000uF of capacitance using 200W SMPS.
  - 325W peak power at 8 ohms.
- Freq. Response: 20 Hz -0.3dB to 120 kHz -3dB
- THD+N = 0.1%, 1kHz, 10W, 4 ohm load
- Remote input selection and volume control with memory (last selection, volume level)
- Digitally-controlled switched attenuator. Volume Range: +30dB to -70dB with 0.5dB steps
- Audio Inputs:
  - 4 sets of RCA inputs (1 set can be configured as pre-out)
- Audio Outputs:
  - 1 set of RCA preamp output jacks (only 3 sets of RCA inputs are available if this is configured)
  - Speaker Binding Posts accept spade lugs or banana plugs
- Chassis is 100% high-grade, brushed and anodized aluminum to reduce audio resonance
- Dimensions: 1.75”H x 8.5”W x 16”D
- Weight: 8.5 lbs.
- Power Requirements: 90-240VAC, auto select

## **Nuforce One Year (Two Year Parts) Limited Warranty**

### **WARRANTY COVERAGE**

Nuforce's warranty is specified in **NuForce Terms and Conditions of Sale**. If a defect exists, at its option Nuforce will (1) repair the product at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. A replacement product/part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Nuforce's property. When a refund is given, your product becomes Nuforce's property.

### **OBTAINING WARRANTY SERVICE**

If you purchased the product in the U.S., deliver the product, at your expense, to any Nuforce Service Center located in the U.S. If you purchased the product outside of the U.S., deliver the product to any Nuforce Authorized Importer in the country where you purchased the product. Be aware, however, that not all countries have Nuforce Authorized Service Providers and not all Authorized Service Providers outside the country of purchase have all parts or replacement units for the product. If the product cannot be repaired or replaced in the country it is in, it may need to be sent to a different country or returned to the country of purchase at your expense for repair or replacement. You can always deliver the product to NuForce's U.S. main service center for obtaining warranty service.

### **EXCLUSIONS AND LIMITATIONS**

This Limited Warranty applies only to hardware products manufactured by or for Nuforce that can be identified by the "Nuforce" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Nuforce hardware products or any accessories, even if packaged or sold with Nuforce hardware. Non-Nuforce manufacturers, suppliers, may provide their own warranties. Other accessories distributed by Nuforce under the Nuforce brand name are not covered under this Limited Warranty. This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or non-Nuforce products; (b) to damage caused by service performed by anyone who is not an Nuforce Authorized Service Provider; (c) to a product or a part that has been modified without the written permission of Nuforce; or (d) if any Nuforce serial number has been removed or defaced.

**THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NUFORCE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF NUFORCE CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. No Nuforce reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. NUFORCE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR**



DATA STORED IN OR USED WITH NUFORCE PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. NUFORCE SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state or province.

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## TERMS AND CONDITIONS OF SALE

**Scope.** These terms and conditions of sale (these “**Terms**”) apply to all sales of products (the “**Products**”) by NuForce Inc. (“NuForce”), a California corporation, to buyer of the Products (“Buyer”). These Terms (along with the specific terms of the attached purchase order) constitute the complete and entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior and contemporaneous other terms or conditions, whether oral or written, including negotiations, prior quotations and purchase orders between the parties. These Terms may be modified only by a writing signed and approved by an authorized representative of NuForce. NuForce’ failure to object to any term or condition contained in any communication from Buyer (including in any purchase order) shall not be deemed a waiver or modification of these Terms. These Terms shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing.

**Orders.** Subject to Section 0, a contract between NuForce and Buyer shall be formed only upon NuForce’ written acceptance of Buyer’s order or shipment of Products to Buyer pursuant to Buyer’s written purchase order. If NuForce accepts by shipment, then the acceptance shall only be for the quantity shipped.

**Title and Delivery.**

**Title and Risk of Loss.** Delivery is F.O.B. NuForce’ point of shipment (“**Delivery**”). NuForce may exercise NuForce’ own discretion in selecting the method of shipment. The risk of loss passes to Buyer upon delivery to the carrier at NuForce’ point of shipment. NuForce retains title to the Products until NuForce has received payment in full of all sums due in connection with the sale of Products to Buyer. NuForce hereby reserves and Buyer hereby grants to NuForce a purchase money security interest in the Products sold and the proceeds thereof, including accounts receivable, until Buyer pays NuForce the purchase price in full.

**Shipment and Delivery.** Any scheduled ship date quoted is approximate and not the essence of the contract. Claims of late delivery are barred unless made prior to receipt of Products. Buyer’s sole remedy for delay in or failure to deliver shall be cancellation of the applicable order.

**Pricing.** NuForce reserves the right to increase prices for any unshipped Products if the cost to NuForce for supplies, raw materials, labor or services is materially increased. The prices quoted on the attached purchase order shall be valid only for the period of time there indicated. All prices are exclusive of transportation, insurance, taxes, duties and other charges related thereto; unless NuForce receives a certified tax exemption from Buyer prior to shipment. Buyer agrees to indemnify, defend and hold NuForce harmless from any loss or expense arising out of or related to NuForce’ reliance on any tax exemption provided by Buyer.

**Payment.** Except as otherwise specifically designated on the invoice, payment shall be due and payable within 30 days from the date of the invoice. NuForce reserves the right at any time to modify or withdraw any credit extended to Buyer. If in NuForce’ sole discretion, NuForce may require full or partial payment in advance of any shipment of Product. If Buyer becomes delinquent in any payment to NuForce, NuForce has the right to suspend performance until such delinquency is corrected. Regardless of any statement appearing on a check in payment for Product, NuForce’ acceptance of such check shall not constitute a waiver of NuForce’ right to pursue the collection of any remaining balance. NuForce reserves the right to charge a late fee on late payments at the lesser of one and 1.5% per month or the maximum rate allowable by law, together with NuForce’ costs of collections including attorneys’ fees.

**Acceptance.** Use of the Products by Buyer or its agents, or the failure by Buyer to reject the Products within 5 days following Buyer’s delivery of such Products shall constitute acceptance by the Buyer.

**NuForce’ Limited Warranty and Limitation of Liabilities.**

**Full Refund Period.** For a period of 30 days after shipment (the “**Refund Period**”), Buyer may return the Products to NuForce for a full refund. To qualify for this refund, the Products must be returned in their original packaging and a 15% restocking fee will apply to damaged (including blemish on product’s surface) Products.

**Limited Warranty.** For a period (as specified in the Warranty Coverage section) after conclusion of the Refund Period, NuForce warrants (i) this product against defects in materials and workmanship, and (ii) that each Product, unmodified and under normal use and conditions, will substantially comply with NuForce’ applicable written technical documentation for the Product. NuForce reserves the right to make substitutions and modifications from time to time in the specifications of Products sold by NuForce, provided that such substitutions or modifications do not materially affect overall Product performance.

**Limitations.** EXCEPT FOR NUFORCE’ LIMITED WARRANTY SET FORTH IN SECTION 0 ABOVE, NUFORCE SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT. THE EXPRESS WARRANTY IN SECTION 0 ABOVE SHALL EXTEND TO BUYER ONLY AND NOT TO BUYER’S CUSTOMERS OR ANY THIRD PARTY. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF NUFORCE CONCERNING THE PRODUCTS OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 0. BUYER WILL BE SOLELY RESPONSIBLE FOR AND WILL INDEMNIFY, DEFEND AND HOLD HARMLESS NUFORCE FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, COSTS AND EXPENSES RELATED TO ANY WARRANTIES WITH RESPECT TO THE PRODUCTS OTHER THAN THOSE SET FORTH IN SECTION 0 OR ANY USE OF THE PRODUCTS OR RESALE OF THE PRODUCTS.

**Liability.** With respect to any claims asserting breach of the limited warranty set forth in Section 0, NuForce’ exclusive liability and Buyer’s sole remedy, is at NuForce’ option, to replace or repair the defective Product or to issue credit to Buyer for the purchase price of the Product (without interest), provided that prior to any replacement, repair or credit the following conditions are satisfied:

(i) NuForce is promptly notified in writing by Buyer upon discovery of any such default; (ii) the defective Product is returned to NuForce, transportation charges prepaid by Buyer, accompanied by a brief statement explaining the alleged defect; and (iii) NuForce’ examination of such Product shall disclose to NuForce’ satisfaction that such failures did not arise as a result of misuse, abuse,

improper installation or application, repair, alteration, or accident, or negligence in use, storage, transportation or handling by anyone other than NuForce. Any replacement Product will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. NuForce shall in no event be responsible for any labor costs, or otherwise, incurred by Buyer incident to the replacement of any defective Product. If NuForce determines that the returned Product conformed to the warranties, NuForce will return the Product to Buyer at Buyer's expense.

NUFORCE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, DATA, INJURY TO REPUTATION OR LOSS TO CUSTOMERS, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, SALE, USE, PERFORMANCE OR FAILURE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF NUFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL NUFORCE' LIABILITY TO BUYER ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO NUFORCE BY BUYER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

**Default.** If Buyer becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors or is otherwise unable to meet Buyer's obligations as they come due, NuForce may decline to make further shipments without in any way affecting NuForce' rights under these Terms. If, NuForce elects to continue to make shipments, NuForce' action shall not constitute a waiver of any default by Buyer or in any way affect NuForce' legal remedies of any such default.

**Assignment.** Buyer shall not assign Buyer's order or any interest in or any rights hereunder without the prior written consent of NuForce.

**Confidentiality.** Buyer acknowledges that Buyer may gain access to trade secrets and confidential information of NuForce. At all times Buyer agrees not to disclose NuForce' trade secrets or confidential information to any third party without the express written consent of NuForce. Buyer further agrees to undertake all steps necessary to maintain the secrecy of NuForce' trade secrets and confidential information.

**Miscellaneous.** All notices, authorizations, and requests shall be deemed given on receipt. These Terms shall be governed by the laws of the State of California without reference to that state's choice of law provisions. The California state courts of Santa Clara County, California or the United States District Court for the Northern District of California shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and each party hereby consents to the jurisdiction and venue of such courts. All waivers of the exercise any remedy or option provided herein, or to require any performance by Buyer must be in a writing signed by NuForce. If any provision of these Terms is declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect. Nonperformance of either party, except for the making of payments, shall be excused to the extent that performance is delayed or rendered impossible by any reason where failure to perform is beyond the reasonable control of the non-performing party