



Seller's Terms & Conditions of Sale

ACCEPTANCE: Acceptance of any order is subject to credit approval by Seller. If Seller, in its sole discretion, determines that Buyer's ability to pay or credit becomes unsatisfactory or it has reasonable grounds for insecurity, Seller reserves the right, upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate this agreement with no liability to Seller. BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER, BUYER CONFIRMS THAT THESE TERMS & CONDITIONS SHALL GOVERN ALL PURCHASES OF GOODS, MATERIALS AND/OR SERVICES PROVIDED TO BUYER BY SELLER BY BUYER FROM SELLER.

ORDERS: Orders will be initiated by Customer issuing a purchase order. Orders must identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates.

QUOTATIONS: All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation.

PRICES: Orders are billed at the prices quoted in USD. Buyer agrees to pay the prices quoted by Seller, and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Buyer at the time of order submits a valid and complete tax exemption, reseller's permit, or resale certificate. Buyer agrees to indemnify the Seller for any tax, penalty and interest incurred as a result of Seller's good faith acceptance of a tax exemption, reseller's permit, or resale certificate that is later found to be incomplete or invalid.

PAYMENT: Payment terms are 30 days net from the invoice date or upon such other terms approved by Seller in writing. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase. Buyer expressly represents it is solvent at the time it places any order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. Seller may obtain and use your credit history for credit evaluation purposes. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction.

PRODUCT RETURNS: All Returns must have an RMA (Return Materials Authorization) number prior to return. Seller shall accept returns of its sole discretion on normal stock Goods for a period of sixty (60) days following shipment for exchange or refund of the purchase price; provided, that Goods must be in their original packages, unopened and unused. All requested returns may be subject to restocking fees. Not all items are returnable per Vendor. Part returns that are used, opened, and/or not in their original packaging will not be allowed for return. Non-stock or Custom item returns will not be accepted as these are considered non-returnable, non-cancelable. Return freight to Seller is the responsibility of the Buyer. Freight cost on part returns to Vendor from Seller will be deducted from the Buyer's credit.

DELIVERY: All shipments are FOB point of shipment from Seller's facility and/or Vendor's Manufacturing Facilities. All shipping charges are Pre-paid and Added to the invoice unless the customer requests a specified carrier with collect account. Seller will select the parcel carrier unless specifically designated by Customer. Seller will deliver the Products as close as possible to Customer's requested delivery date(s). Customer acknowledges that shipment and delivery dates are estimates only and that Seller will not be liable for failure to meet such dates.



WARRANTIES: Seller warrants that all Goods sold are new and, upon payment in full by Buyer of the Goods, free and clear of any security interests or liens. Seller is a distributor and not a manufacturer and makes no independent warranties. Seller shall also assign to Buyer any Vendor warranties and/or remedies provided to Seller by its Vendor.

LIMITATIONS OF LIABILITY: UNLESS APPLICABLE LAW OTHERWISE REQUIRES, SELLER'S AND ANY VENDOR'S TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON, RELATING TO ANY PURCHASES GOVERNED BY THESE TERMS & CONDITIONS, FROM THE USE OF THE GOODS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. NEITHER SELLER NOR ITS VENDORS SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, DIRECT, CONSEQUENTIAL OR PENAL DAMAGES (INCLUDING, BUT NOT LIMITED TO BACKCHARGES, LABOR COSTS, COSTS OF REMOVAL, REPLACEMENT, TESTING OR INSTALLATION, LOSS OF EFFICIENCY, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, DAMAGE TO ASSOCIATED GOODS, LATENESS OR DELAYS IN DELIVERY, UNAVAILABILITY OF GOODS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME, OR CLAIMS FROM BUYER'S CUSTOMERS OR OTHER PARTIES). IF SELLER FURNISHES BUYER WITH ADVICE OR OTHER ASSISTANCE WHICH CONCERNS ANY GOODS SUPPLIED HEREUNDER, OR ANY SYSTEM OR EQUIPMENT IN WHICH ANY SUCH GOODS MAY BE INSTALLED, AND WHICH IS NOT REQUIRED PURSUANT TO THESE TERMS & CONDITIONS, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT SELLER TO ANY LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS.