

Terms & Conditions of Sale

RETURNS

No returns will be accepted without a "Return Authorization Number". This number must be clearly visible on all packages. No returns will be granted after 12 months from the date of the original purchase.

LIMITATION OF WARRANTY

Except as specifically set forth herein, there are NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS. No representation or warranty, express or implied, made by sellers agent or representative which is not specifically set forth herein shall be binding upon seller.

LIMITATION OF REMEDY

Liability of seller is limited solely to replacement or repair of defective parts or products which shall be returned to seller at buyer's expense. Seller shall not be responsible for incidental or consequential damages including but not limited to injury to person or property or loss of prospective profits.

NOTICE OF DEFECTS

Any claim of nonconformity of goods must be made promptly through written notification to seller no later than 30 days after receipt of the goods by the buyer unless otherwise agreed to in writing by the seller. Failure to so notify constitutes acceptance. Buyer shall hold such goods until seller has the opportunity to inspect and advise as to their disposition but may not exercise ownership over such goods during that time. Disposition of the goods cannot be made without the express written authorization of the seller.

INFRINGEMENT CLAIMS-INDEMNIFICATION

Seller shall indemnify and save buyer harmless from any judgements for damages and their costs which may be rendered against buyer in any suit brought against buyer on account of the infringement of any United States patent by any goods supplied by the seller hereunder, provided that the buyer promptly notifies the seller of the commencement of any such suit and authorizes seller to settle or defend such suit as seller may see fit, and provided further that the buyer renders every reasonable assistance which seller may require in defending any such suit. This warranty shall not apply if the buyer has furnished the specifications for the product. In that event, the buyer shall indemnify and hold the seller harmless for any claim of patent infringement which arises out of compliance with the specifications.

CREDIT SUSPENSION/PAYMENT ACCELERATION

Seller may, at will, suspend performance of any order, declare a debt's entire balance due or require payment in cash, collateral as security or other adequate assurances satisfactory to seller including but not limited to payment in advance when, because of the financial condition of the buyer or otherwise, seller deems its position regarding the prospect of payment insecure.

BUYER'S CANCELLATION/RETURN OF GOODS

Orders accepted by seller are non-cancellable once in production. Special products orders or products imported specifically for buyer are non-cancellable and/or subject to full payment of their costs prior to delivery. As to goods authorized to be returned to the seller, buyer is limited to credit allowance which expires, one year after issue date.. CASH REFUNDS WILL NOT BE GIVEN. For products authorized to be returned, a minimum 25% restocking charge will be imposed on all returns.

RISK OF LOSS

Being a shipment contract with FOB place of shipment, delivery occurs and risk of loss passes to buyer upon delivery of goods to the carrier at the point of shipment. Transportation shall be at the buyer's sole risk and expense and any claim for loss or damage in transit shall be against the carrier only.

CLERICAL ERRORS

Seller has the right to correct any stenographic or clerical errors in any of the writings issued by it and is not responsible for the content of such errors.

MINIMUM ORDER VALUE

All orders must have a minimum value of \$100.00 to be processed.