

## Seller's Terms and Conditions

- 1. Shipping:** Shipment is EXW from the Santronics warehouse unless otherwise noted on invoice. Freight paid by customer. Most recognized trucking and express shipping companies.
- 2. Payment Methods:** \*American Express \*MasterCard \*Visa \*Discover (accepted only for full payment at the time of the transaction) \*Wire Transfer \*Check (Fee of USD \$ 25 for returned checks) \*Credit account with approved credit. All sums invoiced shall be paid in accordance with the terms noted on the invoice. Any outstanding balance not paid on time shall bear interest at the rate of 1 ½% per month, compounded monthly. In the event Buyer fails to pay Seller in a timely fashion, Buyer agrees to pay all of Seller's collection expenses including, but not limited to, court costs and attorney's fees.
- 3. Product Returns:** No returns for Inventory Adjustments and no returns on product over one (1) year from date of purchase. Returns will not be accepted without a Return Merchandise Authorization (RMA) number. Please call the RMA Department at 919-775-1223 or 800-628-1632 Mon. thru Fri. Mon-Fri. 8 a.m. to 5 p.m. EST/EDT. Product must be received within 30 days from the RMA issue date and must reference the RMA number and the original invoice number. Credits not used within 90 days from credit memo date are null and void.
- 4. Prices:** As listed on invoice; in United States dollars; may be changed without notice. Seller not responsible for typographical errors.
- 5. Delays:** Seller not liable for any delays or for any loss or damage suffered by the Buyer by reason of such delay.
- 6. Limitations on Damages and Disclaimer of Indemnification:** Seller has made a good faith effort to determine that goods shipped are of good commercial quality and not in violation of any patent, trademark or copyright. In the event goods are defective due to faults in their manufacture or packaging or through any other fault of the Seller, Buyer shall notify Seller immediately, stating the full particulars in support of his claim, and Seller will either replace the goods upon their return or credit Buyer's account with the cost of such goods. Under no circumstances shall Seller or anyone in privity with Seller be liable for, or provide indemnification to Buyer for, consequential or other damages, claims, liabilities, losses or expenses (including attorney's fees) resulting from, in connection with or by reason of, the use or the inability to use goods purchased from Seller.
- 7. Warranty:** The advice of Seller's technical staff is available to the trade, but Seller does not control or supervise the subsequent use of such advice or the installation of its products or the use of its products for sale, and therefore does not warrant or guarantee such advice. All products are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of purchase. Batteries are not warranted. **NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH ON THE INVOICE, BUT IN ANY SUCH CASE, SUCH WARRANTY OR GUARANTEE IS LIMITED AS DESCRIBED IN PARAGRAPH 6 ABOVE.**
- 8. Special Orders:** If any item is manufactured or sold by Seller to meet Buyer's particular specifications or requirements and is not part of Seller's standard line offered in the usual course of Seller's business, Buyer shall defend, protect and save harmless Seller against any suits at law or in equity and from any damages, claims for actual or alleged infringement of any United States or foreign patent, and shall defend any suit or action which may be brought against Seller for any alleged infringement because of the manufacture and or sale of the material covered thereby.
- 9. Contract:** These terms and the terms of the credit agreement, if any, are the entire contract between the Parties. Any different or additional terms proposed by Buyer are rejected unless accepted in writing and signed by both Parties.
- 10. Choice of Law and Venue:** The laws of the State of North Carolina USA shall govern and control the interpretation and validity of these terms and conditions without regard to choice of law rules. A dispute involving these terms and conditions shall be litigated in the Federal or State courts having jurisdiction over Lee County, North Carolina USA. Both Parties consent to the personal jurisdiction of these courts.
- 11. Seller's Standard Guarantee:** Seller makes every effort to determine its materials shipped are of good commercial quality. In the event any material Seller ships is defective due to faults in manufacture, packaging, or through some other fault of Seller and its vendors, then Seller will replace the defective material at no additional cost to the customer. This is the Buyer's only remedy under this guarantee.