

# TERMS AND CONDITIONS OF SALE AND SHIPMENT

## PRICES:

All prices are Ex Works (EXW), Hilliard, Ohio USA. Prices and terms shown on the price list do not include any sales, excise, or use tax, imposed by Federal, State or Local governmental entities. Purchaser is responsible for determining whether the product is subject to sales, excise or use tax based on the use of the product. Purchaser is responsible for remitting sales, excise and/or use tax to the appropriate governmental entity. Title and risk of loss of equipment pass to purchaser upon delivery to carrier. Prices are subject to change without notice.

## PAYMENT TERMS:

Thirty (30) days with credit manager approval. Otherwise prepayment with a major credit card is accepted.

## PRODUCT MODIFICATIONS AND SUBSTITUTIONS:

Ohio Semitronics, Ca. (hereafter referred to as "the Company") reserves the right to change or modify at any time, without notice, any product, or any materials used in the fabrication of our products, or to discontinue the manufacture of any product.

## ACCEPTANCE OF ORDERS:

All preferred orders are subject to acceptance by an officer of the Company. All orders are subject to the Company's Terms and Conditions in effect at the time of acceptance. Acceptance of an order can only be determined after we complete our contract review process. Accepted orders will be acknowledged within 24 hours of order acceptance.

## DOMESTIC AND EXPORT PACKING:

Our prices include the costs of our standard domestic packing only. Any deviation from this standard packing (domestic or export) including U.S. Government sealed packing, necessitates extra charges. To determine such extra charges consult our Hilliard (Ohio) office.

## SHIPMENT:

Promised shipment refers to the time of transfer to the carrier and is made in good faith. Shipment performance is dependent upon prompt receipt of all specifications, and any other details essential to the proper execution of the customer's order. Should receipt of essential details be delayed, the date of shipment may be extended for a reasonable time, based upon factory conditions.

Fulfillment of shipment schedules is dependent upon many factors beyond our reasonable control, such as government regulation, acts of God, acts of the purchaser, fires, strikes, floods, epidemics, quarantines, wars, insurrection or riots, civil wrecks and delays, severe weather, labor shortages and delayed receipt of components and materials by our suppliers.

Shipments delayed to accommodate the purchaser will be invoiced upon completion of packaging for shipment and additional charges for warehousing, and other incidental expenses created by the delay will be made.

Shipment schedules are not guaranteed and we will not accept any liability for any penalty or liquidated damages or otherwise, for delayed shipments or installation.

## CLAIMS:

In the event of shortage or damage, notify carrier as well as the Company immediately. We are not responsible for damage in transit unless the order was acknowledged in writing with terms other than Ex Works. We will gladly render any assistance necessary to pursue your claim against the transportation company. Merchandise must be inspected for concealed damage within 15 days of receipt.

## ORDER CANCELLATION:

A minimum charge of 20% of the original purchase price will be applied on any cancellation of an order. If modifications, specifically ordered by the customer, are being made on the cancelled merchandise, the cancellation charge will also include such modifications made up to the date of cancellation.

## RETURNED GOODS:

Merchandise returned for repair or frequency change must be returned with prior approval or consent, which will be given or withheld at our sole discretion. All returned merchandise must be sent freight PREPAID to our Hilliard, Ohio address. To arrange return of equipment for repair or to reprogram frequencies contact Product Technical Support in Hilliard, Ohio at 1-800-853-2537 for assignment of a Return Material Authorization (RMA) number and shipping instructions.

Please mark the RMA number on the shipping label of your package. The Company is not responsible for equipment received without an RMA number.

## WARRANTY:

The Company sells a variety of products with differing warranties. For a copy of the warranty specifically related to your product, send an email request to [osorders@ohiosemi.com](mailto:osorders@ohiosemi.com). If your request is for a specific piece of equipment, please include as much detailed information about the product as possible (i.e. model, serial number) to expedite processing.

Unless specifically agreed in writing, in no case will any warranty from the Company exceed warranty coverage from the original manufacturer.

## MODIFYING OR CONFLICTING TERMS:

Neither modification of nor addition to the foregoing terms of sale and shipment, verbal or written, nor any conflicting terms or conditions incorporated in purchaser's order, will be recognized by us unless specifically agreed to by us in writing and signed by an officer of our company.