

# Sales Policy and Ordering Information

- PAYMENT TERMS:** New accounts will be processed either via C.O.D. or Credit Card while open account status is being established. Established account payment terms are Net 30 Days from the date of invoice, unless otherwise stated in the quotation or invoice.
- MINIMUM BILLING:** In the event merchandise ordered is less than the minimum billing of \$50.00 net per order, Seller reserves the right to increase quantity accordingly.
- PRICES:** Quoted prices and discounts apply only to the specific quantities of items or specific services stated and do not include any taxes, transportation charges, special packaging or labeling or other miscellaneous items or services not specified. Prices are subject to corrections for errors. Prices are subject to change without notice. When so stated on the quotation or order acknowledgement, prices invoiced will be those in effect at the time of shipment.
- TAXES:** The amount of tax or other governmental charges upon the production, sales, shipment and/or use of goods sold hereunder, now imposed by any governmental authority or hereafter becoming effective shall be paid by the buyer.
- QUANTITY DISCOUNTS:** Quantity discounts, where applicable, are computed separately for each item ordered and are based on the quantity of each item ordered at any one time. If the quantity ordered for an item is partially cancelled, applicable discounts, if any, will be adjusted to the discount allowable for the un-cancelled quantity.
- DELIVERY:** All shipment dates quoted are after receipt of order, unless otherwise specified. The Seller shall not be liable for delays, losses, or failure of performance caused by fires, explosions, floods, other actions of the elements, strikes or other labor disputes from whatever cause arising, embargoes, riots, accidents, acts of public enemies, and/or rules, regulations, orders or acts of government, delays of carriers, lack of transportation facilities, shortages of available fuel or other sources of energy, or of basic raw materials or any other causes beyond the reasonable control of the Seller. The Seller shall in no event be liable for consequential damages arising out of delay due to any cause or for failure to give notice of any delay.
- SHIPMENT:** All shipments will be made F.O.B. place of shipment unless otherwise specified or agreed to by the Seller. In the absence of specific instructions, the Seller will select the carrier. Title to the material and risk of loss shall pass to the Buyer upon delivery thereof by the Seller to the carrier or delivery service. Shipments will be insured unless otherwise specified on Buyer's order. Claims against Seller for shortages in the amount shipped must be made within seven (7) days after arrival of shipment.
- QUANTITY VARIATION:** On orders for CONVECTRONICS, INC., Seller reserves the right to ship, and invoice accordingly, plus or minus ten (10%) percent of the total amount ordered.
- WARRANTY:** Any liability of Seller resulting from any defect in workmanship or material in the product covered by this document shall be limited to and fully discharged by replacement or repair of such items at Seller's option without charge. The warranty provided in this clause is in lieu of all other warranties, expressed or implied, arising by law or otherwise, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and shall not be modified except by an arrangement signed by both parties specifically referencing this clause. In no event shall Seller be liable for consequential damages.
- Notice of any defect in workmanship or material must be given by the Buyer within seven (7) days after delivery to the Buyer. In the event the Buyer fails to give notice within the specified period, the Seller will be relieved of any and all liability hereunder and Buyer agrees to accept goods as is.
- This warranty does not extend or apply to equipment, instruments or accessories which are warranted separately by the original manufacturer of these items.
- Any action for breach of this warranty or other action arising out of this contract must be commenced within one year after delivery.



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- ACCEPTANCE:** Quoted prices will remain firm for thirty (30) days from the date of quotation and are contingent upon the acceptance of all terms and conditions listed herein, unless otherwise stated in the quotation. All orders are subject to review and final acceptance by the Seller at its home office in Haverhill, Massachusetts.
- CANCELLATION:** Seller's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges or price adjustments.
- RETURN:** No returns will be accepted without Seller's prior authorization (RMA Number). All authorized returns are subject to a 25% restocking charge. Custom made or "special order" items are NOT returnable.

**SEND WRITTEN ORDERS TO: CONVECTRONICS, INC.**

**Attn: Sales Dept.**

Please be sure to include:

- Your Purchase Order Number
- Bill to Address
- Ship to Address
- Qty, Part Number and Description of each item ordered
- Telephone Number
- Contact Name

**TELEPHONE ORDERS:**

**Ask for Sales Dept.**

If a Confirming Written Order will follow, mark it: "Confirming Order – Do Not Duplicate"

**REQUEST FOR QUOTATIONS (RFQ'S):**

Send all RFQ's via best way to CONVECTRONICS' office for a prompt proposal.

**EXPEDITING ORDERS:**

Please be sure to provide:

- Company Name
- Purchase Order Number
- Date of Purchase Order

**EXPORT SALES AND TERMS:**

1. All payments must be made in US Dollars.
2. Freight, insurance, taxes, customs charges, license fees, bank fees, etc. will be paid by the buyer. A PROFORMA Invoice with all monies due will be provided for proper payment prior to shipment.
3. All payments must be made via one of the following methods:
  - Electronic Wire Transfer to CONVECTRONICS' bank account
  - Irrevocable Letter of Credit, established in any US Bank
  - Bank CheckIn any case, payment must be made for the full amount of the order plus any and all fees as detailed in item #2.
4. All sales are FOB shipping point.
5. Production of parts will not commence until payment and purchase order are received.
6. If special licenses are required, CONVECTRONICS, Inc. will try to obtain these licenses. Production will not commence until these licenses are obtained.

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