



# Terms & Conditions of Sale

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## I. GENERAL

- A. Buyer purchase orders are binding only after written acceptance by Seller. Verbal orders are not accepted.
- B. Prices are effective from date of publication and are subject to change without notice.
- C. Seller reserves the right, without prior notice, to:
  - a) Change and/or revoke any price.
  - b) Change and/or revoke any provisions contained herein.
  - c) Discontinue shipments to Buyer.
  - d) Resolve any inconsistencies, conflicts or ambiguities.
- D. Special production runs or product orders are subject to Seller requirements such as, but not limited to, minimum quantities and extended delivery times. On special production run products Seller reserves the right to overship 10% of the purchase order quantity and invoice accordingly. Special orders are subject to reasonable cancellation charges.

## II. PAYMENT TERMS

- A. If Buyer has previously established credit terms: Net 30 days from shipment date.
- B. If credit is not established, payment plus estimated (by Seller) freight charges shall accompany purchase order.
- C. Cash or anticipation discounts are not allowed.
- D. Seller reserves the right to revoke any credit extended to Buyer if Buyer fails to pay for any shipments when due. If, in Buyer's opinion, there is a material adverse change in Buyer's financial condition, Seller shall have the right to suspend further shipments until receipt of adequate assurance of customer's ability to pay therefore.
- E. Payment terms are specified on the invoice. Any invoice not paid when due is subject to a late payment charge of 1.5% per month, or if such rate is greater than the maximum rate permitted by applicable law, then at the highest rate allowed by applicable law. In the event the Buyer fails to make full payment when due and Seller employs an attorney or collection agency to assist in collection of the account, Buyer agrees to pay all of Seller's reasonable cost of collection including collection agency fees and court costs.

## III. TRANSPORTATION

- A. All shipments are F.O.B. Seller's loading dock, Worthington, Ohio, except as expressly provided below.
- B. The shipment is deemed accepted in good condition by the common carrier and title and all risk of loss or damage pass to Buyer, upon that acceptance by the carrier. Buyer is responsible for inspecting the merchandise upon receipt. Buyer shall insist that visible damage be noted on its copy of the freight bill. If the product has been lost or damaged in transit Buyer must file the claim with the carrier, as Seller bears no responsibility for any such loss or damage.
- C. Freight, handling and insurance charges:
  - a) Prepaid Shipments: All freight, handling and insurance charges shall be invoiced to Buyer. Shipments are insured by
  - b) Collect Shipments via UPS or FedEx: All freight and handling charges shall be billed to the collect account number provided. All collect shipments are NOT insured. Buyer must request coverage if required and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of Buyer. Seller assumes no responsibility for any such loss or damage.
  - c) Truck Shipments: All freight, handling and insurance charges shall be billed to the account number provided. All truck shipments are NOT insured. Buyer must request insurance coverage, if required, and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of the customer. Tecsis LP assumes no responsibility for any such loss or damage.
- D. All shipments are made by carriers of Seller's choice. Any special arrangements requested by Buyer shall be at Buyer's additional expense.
- E. Buyer shall report any quantity shortages, incorrect items, or billing errors in writing to Seller within 15 days of delivery. Sales order and invoice numbers are to be furnished on all claims.
- F. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligation to accept remaining deliveries.
- G. Seller shall not be liable for failure to deliver or delay in delivery occasioned by causes beyond Seller's control, including without limitation, strikes, lockouts, fires, embargoes, terrorist attacks, war or other breakouts of hostilities, acts of God, inability to obtain shipping, space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations. In the event of any delay in delivery due to such causes, unless otherwise agreed, the time for delivery shall be deemed extended for a period of sixty (60) days, and Buyer shall extend the letter of credit if payment is to be made by letter of credit. If delivery is not made within such extended sixty-day period, the contract shall be deemed cancelled without liability to either party.

## IV. RETURNS

No return shall be accepted without a Seller-furnished Return Material Authorization number (RMA #). Please reference the Seller Return Material Authorization (RMA) Policy for Seller Products.



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## V. LIMITED WARRANTIES

THE FOREGOING LIMITED WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE HEREUNDER. SELLER DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECTS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION. RECOMMENDATIONS FOR USING SELLER'S PRODUCTS ARE BELIEVED TO BE RELIABLE; HOWEVER, SINCE THE APPLICATION OF THESE ITEMS IS BEYOND SELLER'S CONTROL, NO GUARANTEE, EXPRESS OR IMPLIED, IS MADE ON THEIR USE, HANDLING, POSSESSION OR RESULTS.

## VI. LIMITATION 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 PRODUCTS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEBSITE), IS LIMITED TO THE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM, WHICH AMOUNT SHALL BE FIXED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST THE SELLER. NEITHER SELLER NOR ITS VENDORS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, CONSEQUENTIAL OR PENAL DAMAGES (INCLUDING, BUT NOT LIMITED TO BACK-CHARGES, LABOR COSTS, COSTS OF REMOVAL, REPLACEMENT, TESTING OR INSTALLATION, LOSS OF EFFICIENCY, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED PRODUCTS, DAMAGE TO ASSOCIATED PRODUCTS, LATENESS OR DELAYS IN DELIVERY, UNAVAILABILITY OF PRODUCTS, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, 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 PRODUCTS SUPPLIED HEREUNDER, OR ANY SYSTEM OR EQUIPMENT IN WHICH ANY SUCH PRODUCTS 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.

## VII. ARBITRATION; CONTROLLING LAW; JURISDICTION AND VENUE

Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Columbus, Ohio, USA. The arbitrator shall apply the laws of the State of Ohio, to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

## VIII. ASSIGNMENT

An order shall not be assigned by either party without the express written consent of the other. Consent will not be required, however, for internal transfers and assignments as between either party and its affiliates, and nothing herein shall limit either party's right to factor or sell receivables.

## IX. TERMINATION

Either party may terminate the whole or any part of the other party's performance under a purchase order if there is a material breach of these Terms & Conditions and RMA Policy. In the event of any such breach, the non-breaching party will provide the breaching party with written notice of the nature of the breach and the non-breaching party's intention to terminate for default. In the event the breaching party does not cure such failure within ten (10) days of such notice, the non-breaching party may, by written notice, terminate the order; provided, that the breaching party shall continue its performance to the extent not terminated.

## X. MISCELLANEOUS

These Terms and Conditions and RMA Policy constitute the entire understanding of the parties with respect to the subject matter of this agreement and merges all prior communications, understandings, and agreements. These Terms and Conditions and RMA Policy may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision



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of These Terms and Conditions and RMA Policy are declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of These Terms and Conditions and RMA Policy, and this terms shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

It is the policy of Seller to afford equal opportunity for employment to all individuals regardless of race, color, religious creed, sex, age, national origin, disability or veteran status. We are committed to this policy. We will take affirmative action to assure that all employment decisions are based only on valid job requirements, and that equal opportunity for employment is provided with regard to all personnel actions.



# Return Material Authorization (RMA) Policy for tecsis LP Products

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**Merchandise returned to tecsis LP ("Seller") for any reason must have a Seller supplied Return Material Authorization (RMA) number.** Warranty returns also require proof of purchase (invoice number and date). All returns require the original purchase order number. If the original purchase order number is not available, a new purchase order number is acceptable for credit and rebilling.

**A RMA is valid for 45 days from issuance and merchandise must arrive at tecsis within the validity period.**

In order to evaluate the root cause for the return, the product may be disassembled and not re-assembled to the condition in which it was sent to Seller, rendering the product unusable. If the root cause is due to Seller, the product will be replaced. If the root cause is the application or misuse, Buyer will be re-billed and the material returned at Buyer's discretion.

**The RMA number must be clearly visible on the outside of the package. A packing list must be included clearly showing the RMA number, quantity, product description and reason for return.**

**SELLER CANNOT BE HELD RESPONSIBLE FOR ANY MERCHANDISE RETURNED WITHOUT A RMA NUMBER AND ANY SUCH ITEMS MAY BE REFUSED OR RETURNED AT BUYER'S EXPENSE. ADDITIONALLY, SELLER CANNOT BE HELD RESPONSIBLE FOR RETURNED PRODUCTS DAMAGED IN TRANSIT BACK TO WIKA DUE TO INSUFFICIENT OR IMPROPER PACKAGING OR SHIPPING METHOD. SELLER RESERVES THE RIGHT TO REFUSE ANY GOODS THAT ARE RECEIVED IN BROKEN BOXES OR INAPPROPRIATE PACKAGING MATERIAL AND WILL RETURN GOODS TO BUYER AT BUYER'S EXPENSE.**

A RMA number is issued in good faith based upon Buyer's representation of the merchandise quantity, condition, age and reason for return. All returned material is subject to inspection by Seller. If the material is found to be other than that originally represented, the shipment will be returned at the Buyer's expense.

**If a failure analysis is required, a Corrective Action Response (CAR) must be requested when the RMA is issued and detailed information must be provided about the application including the type of media, and operating conditions. If a CAR is completed on non-warranty product, the Buyer will be responsible for a \$95.00 evaluation fee.**

A RMA may be requested by email, fax, the tecsis.us website, or by telephoning the tecsis RMA department.

## **I. Warranty Returns**

(see Warranty Policy in Terms & Conditions) All warranty claims must have a RMA number and be returned freight collect at Seller's expense. Seller's shipping account information will be on the RMA. Upon receipt and inspection of the material, if the merchandise is determined to be covered under warranty, the merchandise will be repaired, replaced or credited at Seller's option under Seller's warranty terms. The merchandise will be returned to the customer freight PPD at Seller's expense. If the merchandise is determined not to be covered under warranty, the merchandise will, at Buyer's discretion be:

- A) Returned to Buyer and freight charges will be the responsibility of Buyer; or
- B) Discarded; or
- C) Replaced and Buyer must place a new purchase order for replacement product. Freight charges will be the responsibility of Buyer.

## **II. Incorrect Shipments & Merchandise**

For short shipments or incorrectly supplied merchandise, discrepancies must be reported to customer service within 15 days of receipt.

Short shipments, at the Buyer's discretion:

- A) The merchandise is not needed - a debit memo should be issued to Seller. Seller will then issue a credit memo, or
- B) The merchandise is needed by Buyer - a credit will be issued for the merchandise short shipped, Seller will ship the missing items, freight PPD at Seller's expense, and re-invoice.

Incorrectly supplied merchandise requires a RMA number and should be returned freight collect at Seller's expense. If the merchandise is determined to have been returned for cause, Seller will issue a credit for the merchandise. If a replacement is required, Seller will ship freight PPD at Seller's expense and re-invoice for the new product.



# Return Material Authorization (RMA) Policy for tecsis LP Products

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### III. General Terms for Credit Returns

Material requested to be returned for exchange or credit will be considered if the following conditions are met:

A) Merchandise is unused, current standard catalog stock of latest design, with product in sellable condition. All merchandise must be returned in the original packaging with all accessories and instruction manuals.

B) Merchandise shall not have been purchased on a "product promotion" or other special pricing.

Seller reserves the right to reject any return request. If accepted, the return will be under the terms specified herein.

D) Incorrectly Ordered Merchandise Returned for Credit

Approved merchandise returned for credit requires a RMA number and must be returned freight prepaid within 60 days of purchase. Proof of purchase is required (copy of invoice).

E) Credit Memos

Where required, Seller will issue a credit memo for the returned or exchanged merchandise less any applicable restocking or removal charges.

The credit memo will be issued only after receipt and inspection of merchandise.

DISTRIBUTORS SHOULD NOT MAKE DEDUCTIONS FROM PAYMENTS UNTIL A CREDIT MEMO FROM SELLER HAS BEEN RECEIVED.

### IV. Restocking Charges

A) All returns are subject to a 15% restocking fee.