



Microwave Town

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TERMS AND CONDITIONS OF SALES

1. **PRICES:** Seller's quotations shall remain in force for thirty (30) days and are thereafter subject to change without notice. Seller's prices do not include federal, state or local sales or any necessary shipping cost where applicable; these will be added to amounts billed.
2. **TERMS:** Terms are net 30 days if credit has been established; otherwise, payment must be received in advance (cash with order). Partial shipments will be invoiced as shipped. Payments are due as invoiced. Minimum order is **\$350.00**.
3. **ERRORS:** Seller reserves the right to correct clerical or stenographic errors or omissions.
4. **DELIVERY:** Delivery dates are given to the best of Seller's knowledge based on conditions existing at the time of quotation. The Seller shall not be liable for any delay in performance of the order or in delivery or shipment of material when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, war, governmental interferences or embargoes, strikes or shortage of labor, delays in delivery of materials by sub-shippers, or other difficulties (whether or not similar in nature to any of those specified) beyond its control.
5. **DELIVERY:** Shipments are normally made by the carrier customer specified at his own expense. In the absence of specified shipping instructions, the Seller will ship by the most advantageous method. Small shipments are best made via United Parcel Service (UPS); shipments which exceed UPS limits will be shipped Best Way Surface at our discretion. Shipments are packed to provide ample safety margin against transit damage; there is no charge for regular packing or shipping containers. All shipments will be insured at full value at customer's expense unless otherwise specified.
6. **RESPONSIBILITY:** Seller is not responsible for any loss, damage, or delay that may occur after goods have been accepted for shipment by the carrier. Buyer shall obtain a return authorization number from seller prior to any return. All claims pertaining to shortages or deviations from ordered items must be made in writing within thirty (30) days of invoice date to be considered valid.
7. **WARRANTY:** Microwave Town warrants its products to be free from defects in material and Workmanship 15 months from date of shipment. Our obligation under this warranty is limited to servicing any component returned to our factory for that purpose and to making good at our factory any part or parts thereof (except tubes, fuses and batteries) which shall, within 15 months after making delivery to the original purchaser, be returned to us with transportation charges prepaid, and on our examination shall disclose to our satisfaction to have been defective. Microwave Town reserves the right to make changes in design at any time without incurring any obligation to install same on units previously purchased. This warranty is expressly in lieu of all other obligations or liabilities on the part of Microwave Town. Microwave Town neither assumes nor authorizes any other person to assume for them any other liability in connection with the sale of their components and equipment.
8. **RETURNS:** Buyer shall not return excess or unused merchandise for credit without Seller's authorization. Buyer shall obtain a return authorization number from Seller prior to any return. Seller reserves the right to decline all returns or to accept them subject to a handling charge of not less than 15%. Even after Seller has authorized the return of goods for credit, Seller reserves the right to adjust their offer in accordance with the condition of the goods on arrival at their plant. In no case will Seller offer credit for goods returned six months or more after shipment.
Credit for returned merchandise is issued only to the original Buyer and not to subsequent owners of the goods.
9. **CANCELLATION:** Any order cannot be cancelled within 30 days of the accepted delivery date, or if delivery can actually be made within 30 days of the date on which cancellation is requested. Otherwise, the order or contract may be cancelled in accordance with the following:
 - (A) By mutual agreement of Buyer and Seller.
 - (B) If the items covered by the order are being purchased for ultimate delivery to the government pursuant to a government contract or for use on a government contract with or without other equipment, then it is agreed that any part or all of the order may be cancelled only in accordance with the cancellation provisions of the corresponding government contract.
10. **SPECIFICATION CHANGES:** The Seller retains the right to discontinue and/or change specifications of any component or equipment without notice, and without incurring any obligation to incorporate new features on units previously sold.
11. **TAXES:** The Buyer agrees to pay any present or future sales, excise or similar tax levied by the United States Government, Buyer's state or local government, which Seller may be required to pay by reason of this sale and/or contract.
12. **COMPLIANCE:** Seller warrants that the items covered by these terms and conditions are produced in compliance with the Fair Labor Standards Act as amended.
13. **ACCEPTANCE:** All orders and sales contracts are valid only upon written acceptance by an officer of the Seller at our office in Temple City, California. All changes and/or modifications are subject to these same conditions. The rights and obligations of the parties hereunder shall be governed by the laws of the State of California.
14. **Limitation of Remedies and LIABILITY:** It is understood and agreed upon that these terms and conditions of sale embodies each and every warranty, representation, and condition made by the Seller concerning this or any sale, and the Seller neither assumes nor authorizes any other person to assume for them any liability in connection with this sale. The Buyer further agrees to hold the Seller liable and for such warranties, representations and conditions as are specifically herein set forth in writing. The remedies provided herein are buyer's sole and exclusive remedies. In no event shall Microwave Town be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory.

<p>Confidentiality Notice: This message is intended for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any unauthorized use, distribution, copying or disclosure is prohibited. If you have received this message in error, please notify us immediately by telephone and destroy the original transmission. Thank you.</p>
