PURCHASER ACCEPTANCE

These Terms and Conditions constitute a binding contract between Purchaser and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement." Purchaser accepts these Terms and Conditions by making a purchase from or placing an order with the Seller for one or more "Products." If, however, for any reason the Purchaser fails to accept this order in writing, any conduct by the Purchaser which recognizes the existence of this order, including but not limited to acceptance of delivery of the order, will be binding upon Seller. This order or these terms and conditions can be modified or altered by Purchaser only if the modification or alteration is in writing and signed by both parties.

PRICES

The Purchaser will provide a repair quote to the Purchaser for all repairable products. All prices are quoted in U.S. dollars. Seller reserves the right to charge for any hardware or firmware upgrades during the repair at the time of discretion and as necessary. The upgrade may address bug fixes, enhance performance or both. If such upgrades are performed item label will be replaced to display products new released revision. Purchasers who wish not to receive any of the required upgrades must decline the option on the RMA form at the time of the request.

TERMS OF PAYMENT

Terms of Payment on any approved RMA order are net 30 days from date of invoice unless otherwise specifically stated on the reverse side thereof. Interest accrues on overdue invoices at the rate of 1% per month from the original due date of the invoice or the maximum amount allowed by law. Extended terms weighing interest charges must be arranged prior to shipment and approved by Seller. All purchase orders are accepted subject to, and the obligation of Seller to make deliveries is subject to, the right of Seller to require the Purchaser payment of all or any part of the purchase price in advance of delivery or to make shipments C.O.D. If the Purchaser fails to make advance payment when requested by Seller, or if the Purchaser is or becomes delinquent in the payment of any sum due to Seller (whether or not arising out of the sales order) or refuses to accept C.O.D. shipments, then Seller shall have the right, in any other remedy to which it may be entitled in law or equity, to cancel the sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts of goods previously delivered to the Purchaser. Each shipment shall be considered a separate independent transaction and payment thereof shall be made accordingly.

SHIIPMENTS

Transportation charges are prepaid by the Purchaser and after repair products will be returned to the Purchaser with the transportation charges collected. Seller agrees to pay outbound transportation charges back to the purchaser for items under warranty and cost of packaging for shipment is included in the quoted price. Special packaging including MIL-Standard packaging is available at an extra charge.

PACKAGING

Care should be taken to ensure goods are properly packed and that no damage occurs in transit. To avoid expensive repair charges its recommended products be returned in their original shipping carton. If the original packaging is not available an appropriate empty size carton or crate with foam inserts should be used. Seller is not responsible for any damages incurred during transit. 

DELIVERY

The scheduled shipping or delivery date is our best estimate of the time the order will be shipped from our factory and we assume no liability for loss, damage, or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by the Purchaser.

WARRANTY

EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Seller warrants its repaired products from the date of the repair for a period equal to the remaining warranty period or 90 days whichever is greater and agrees to repair or at its discretion replace any defects developed within the warranty period.

Items claimed defective must be returned by submitting a RMA Request form to the seller. All returned material must have a valid RMA number. Seller reserves the right to refuse shipment for any of the following reasons: claims received after the validity period expired; products returned to Seller without a valid RMA number; products that are not Seller's products; products that are not those returned within the period of warranty; and products that are not returned in a safe condition.

Seller makes no warranty concerning accessories not manufactured by Seller. In the event of such failures Seller will provide reasonable assistance to the Purchaser in obtaining a solution in respect to the original equipment manufacturers (OEM) warranty and capabilities.

In the event the Seller is unable to procure new parts required to repair a product not under warranty Purchaser authorizes Seller to use reconditioned, used or aftermarket parts in the repair of the product. The warranty is void if customer alters the Product without Seller's prior written approval. Repair of product is not consistent with its published specification or c) damage is caused as a result of repair by an unauthorized personnel.

Repair process includes a complete visual, electro-mechanical and operational assessment in accordance to final published test spec list. All results may not allow for a clear identification of the root cause. Further analysis can be joint agreed upon for an additional fee.

Representations and warranties made by any person, including dealers and representatives of Seller, which are inconsistent in or conflict with the limits of the warranties of Seller shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notice provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or within one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy shall not constitute a waiver of that party to enforce such rights.