

### **PAYMENT**

Terms of payment are cash with order, check or bank transfer. Please allow 5 bank days for the check to clear.

### **TAXES**

Seller's price does not include sales, use or similar taxes. Accordingly, the buyer shall provide the seller with a tax exemption certificate acceptable to the taxing authorities, or pay any sales, use, excise or similar tax.

### **LIMITATION OF LIABILITY**

Under no circumstances, including, but not limited to negligence, shall Seller, or its affiliates, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use equipment. You specifically acknowledge and agree that Seller is not liable for any defamatory, offensive, or illegal conduct of any user.

If your equipment fails to perform in accordance with the specifications provided by Seller, contact the technical support staff. Seller will not be held responsible for revenues lost by Buyer as a result of, or incidental damages relating to, equipment which has failed to operate properly.

### **CANCELLATION OF ORDERS and REPAIRS**

Orders are non-cancellable and non-refundable.

If your equipment fails to perform in accordance with the specifications provided by Seller, contact the technical support staff. If, after attempts to resolve the problem are made and your equipment continues to fail to meet the specifications, you can return equipment within the first 30 days from the date of shipment and a 15% restocking fee will be applicable on any return for credit. No refunds will be given or considered after 30 days from the date of shipment. If equipment is returned for credit, the following items and associated conditions do not qualify for a refund even if the items are returned within the 30 day time limit:

Shipping charges, labor charges, opened or modified module chassis, any items that have been defaced or physically damaged, any items that have become non-functional due to unapproved user intervention, demo units, items that have had the serial number removed, items or components that do not have the original or equivalent packaging and box or cable set, non-stock items, custom cables; and special order items.

All equipment returned to Seller for repair must be accompanied by an RMA number. This number is necessary to ensure proper tracking and handling of returned material at the factory. Seller reserves the right to refuse shipments not accompanied by RMA numbers. Refused shipments will be returned to the shipper via collect freight. Shipping charges are NOT refundable. Labor charges and other services are NOT refundable.

### **SHIPPING** - Terms are FOB San Jose CA.

The buyer is responsible for freight and insurance charges in addition to a \$35 handling fee for each shipment piece. All freight will NOT be insured unless other written instructions are received from the buyer. The buyer is responsible for in-bound freight charges for warranty repairs within the first 30 days from date of shipment. Seller will pay the UPS (ground) outbound freight charges. After 30 days from date of shipment for repairs the buyer will be responsible for all freight charges.