



## **SUMMARY OF TERMS AND CONDITIONS**

*Effective August 2022*

### **Order Acceptance**

*A minimum order of \$50 is required. All orders for less will be billed at \$50. All orders are acknowledged in writing, by facsimile, e-mail or by actual shipment. Acceptance of product by buyer shall be deemed to be an acceptance of these terms and conditions, unless a purchasing agreement between buyer and seller exists in writing, in which case the purchasing agreement shall supersede these terms.*

### **Delivery Schedule**

*PLC-Multipoint will make every effort to ship standard stock items within 3 days. Delivery for non-stocked items, custom systems and products requiring special calibration will be estimated. However, PLC- Multipoint shall not be liable for failure to make delivery at any particular time.*

### **Freight**

*Freight is FOB factory. Orders of \$1500 and below shall be Prepaid and Added. Charges are prepaid and added. Carrier shall be selected by PLC-Multipoint unless buyer requests specific routing in writing.*

### **Taxes**

*Prices for all products do not include sales, use or excise taxes, duties, or special handling. The buyer agrees to pay such charges that are required by the seller to collect, due to applicable law, when invoiced or upon request. Sales taxes will be excluded if the proper tax exempt certificate is provided.*

### **Payment**

*All invoices are due in 30 days. Past due invoices will be charged the maximum usury for any amounts not paid within terms. Collections costs may be added to past due amounts.*

### **Warranties**

*PLC-Multipoint warrants product on our published price list for a period of five (5) years from date of shipment, provided product has been installed and operated per instructions and manuals and no date codes or seals are broken or removed. Custom products and products that require factory commissioning are warranted from the date of customer acceptance. Parts may be replaced or repaired at PLC Multipoint's option. This warranty does not include any labor or incidental damages that may occur through the use of these products.*

### **Return Policy**

*All returns require a Return Material Authorization. Requests for RMA must include invoice number and be within 90 days of invoice date. Returns must be shipped prepaid and marked with RMA number on the box.*

### **Restocking**

*Returned items are subject to a restocking charge of 25% for standard items. Restocking of custom items may incur additional charges.*

### **Technical Property**

*PLC-Multipoint does not authorize the use, duplication or disclosure of any technical data delivered by seller to buyer for any purpose other than use, operation or maintenance of the product, without written permission.*

### **Governing Law**

*This agreement and performance by the parties hereunder shall be governed by the laws of the State of Washington.*