

DeVita Associates - Quality Manual, ISO 9002

Prepared by: Adam DeVita
Last Revised By Alan Prendergast
Approved by:



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Section: 4.3
Revision: 2
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TERMS AND CONDITIONS OF SALE

This constitutes acceptance by DEVITA ASSOCIATES ("Seller") of Buyer's purchase order referenced by customer order number on the front side hereof (or Buyer's telephonic order, if applicable) except that unless Buyer and Seller have executed a master contract which specifically supersedes and replaces the terms and conditions herein, this acceptance is expressly made conditional upon Buyer's assent, express or implied, to the terms and conditions set forth herein without modification or addition.

ACCEPTANCE

Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs (a) Buyer's written acknowledgment hereof, (b) Buyer's acceptance of any shipment of any part of the items specified for delivery on the front side hereof (the "Products"), (c) Buyer's failure to acknowledge or reject these terms and conditions in writing within five business days after delivery, or (d) any other act or expression of acceptance by Buyer. Buyer's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception and any term, condition, or proposal hereafter submitted by Buyer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by Seller. Seller's silence or failure to respond to any such subsequent term, condition or proposal shall not be deemed to be Seller's acceptance or approval thereof.

DELIVERY

All shipments are FOB at the DEVITA ASSOCIATES location in Richmond Hill. This means that Buyer is responsible for damage to or loss of goods while in transit to Buyer's location. We recommend that Buyer negotiate a cost effective blanket insurance policy with his insurance agent to cover all goods in transit. However, optional per shipment insurance is available from our carriers at the time the order is booked. Buyer shall promptly notify Seller, in no event later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. Seller shall not be liable for any shipment delays beyond the reasonable control of Seller or any of Seller's suppliers, including but not limited to delays caused by unavailability or shortages of products from Seller's suppliers, natural disasters, acts of war, acts or omissions of Buyer, fire, strike, riot, or governmental interference; unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

PRICE AND PAYMENT

The Products are being invoiced at the prices specified on the front of this form. Buyer shall bear all applicable federal and provincial taxes. Exemption certificates must be presented prior to shipment if they are to be honored. Unless otherwise specified, payment terms are C.O.D. Seller at its discretion may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at the legal rate from time to time applicable to unpaid judgments commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as revocation of credit, delay or cessation of future deliveries, repossession of unpaid delivered goods and termination of this agreement or any one or more of these. Notwithstanding any "net" payment provisions specified on the front of this form, Seller shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Seller at any time and without prior notice. Seller hereby retains (and Buyer grants to Seller) a security interest in the Products to secure payment in full and compliance herewith, and Buyer agrees to execute any additional documents necessary to perfect such security interest.

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LIMITED WARRANTY

This Limited Warranty is extended to the original Buyer and is transferable to subsequent buyers during the original warranty period.

For a period of one year from the date of purchase we warrant that the products will be free from defects in materials and workmanship under normal use and service. This warranty is applicable only to the extent that warranties offered by the product manufacturer provide a lesser term of coverage; i.e. the buyer shall pursue all warranty remedies offered by the product manufacturer prior to the application of this Limited Warranty. This Limited Warranty is made expressly in lieu and to the exclusion of any and all express or implied warranties, including, without limitation, any and all implied warranties of merchantability or fitness for a particular purpose, and all such other warranties expressly disclaimed. This Limited Warranty is not applicable to failures of the product that result from accident, abuse (including transport of electronics in non-ESD safe packaging), misapplication or alteration, and we assume no liability as a consequence of such events under the terms of this warranty. The sole and exclusive remedy for failure of the product to conform to this Limited Warranty is for us, at our option, to repair or replace the product, to whatever extent we deem necessary to restore the product to proper operating condition. We may make replacements with new or functionally equivalent products of equal value.

PRODUCT RETURNS

To obtain warranty service Buyer must: (1) call Customer Service at 905-771-8373 for a Return Material Authorization number (RMA); (2) return the product prepaid together with (a) the return authorization number, (b) proof of date of purchase, (c) a description of the problem, and (d) the return shipping address. Products should be packaged adequately for shipping, insured for damage in transit, and addressed to: DeVITA ASSOCIATES, Unit 18 110 West Beaver Creek, Richmond Hill, ON L4B 1J9. Failure to package ESD sensitive components properly will void your warrantee. The product will be returned to Buyer by a method and carrier chosen by us, to any destination within Canada. Return shipment via a specific carrier or to addresses outside Canada shall be at the purchaser's expense. The remedies provided above are the sole and exclusive remedies with respect to this Limited Warranty, and in no event shall we be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages for claims arising hereunder.

RETURN FOR CREDIT

All products must be unused and the packaging must be in re-salable condition. A refurbishing fee of the higher of 15% or \$25.00 per unit will be charged to defray the cost of inspecting the product. Credit Card Purchases will have an automatic 10% restocking charge on top of any other charges for returns. DOA products are returnable within 30 days of invoice date. If DeVita Associates determines the product is incompatible, the restocking charges will be waived. The product must be in the original manufacturer's carton and contain all parts. All returns must be shipped prepaid. In processing any return please contact Customer Service at 905-771-8373. To expedite processing please have the following information available when you call: 1) Invoice Number. 2) Reason for return. 3) Product and Serial Number, if applicable. We will process your Returned Material Authorization number (RMA) upon receipt and inspection. Credits will be issued based on your most recent purchase price or current price, whichever is lower. Opened software packages are non-returnable.

Extended Warranty - Warranty for an additional period of one year may be obtained at time of purchase for an additional charge. Note: There will be no refunds issued for any product.