

## **TERMS AND CONDITIONS**

### **TERMS**

30 Days net from date of invoice. Late payments are subject to a service charge of 1% per month or fraction thereof. All checks returned unpaid are subject to a minimum Return Check Fee of \$50.00. All collection cost (including attorney / collection agency fees and costs) incurred by Optima EPS to enforce the amounts due under these Terms & Conditions shall be payable by the Customer. **All prices are F.O.B. Lawrenceville, Georgia, shipped collect unless otherwise specified.**

### **MINIMUM ORDER CHARGE**

All orders are subject to a \$100.00 minimum value. For orders under \$100.00, a \$20.00 handling charge will apply.

### **DISCOUNT SCHEDULE**

Discount rates are applicable only to orders with a firm acceptable delivery date, not to exceed one year. Additions to existing orders will be treated as new orders in determining discounts.

### **ADDITIONS AND CHANGES TO ORDERS**

Additions to existing orders are usually given a completion date normally assigned to a new order, not the date assigned to the existing order. Changes to orders are accepted subject to charge dependent upon the amount of work that has been performed; an additional change fee may apply.

### **RETURNS AND CANCELLATIONS**

All custom orders are non-cancelable. At Optima's discretion, cancellation may be permitted subject up to a 25% - 100% cancellation fee dependent upon the completion status of the order. Cancellation charges for standard product orders range from 5% to 50% depending on the status of the order. Cancellation of standard stock orders, dependent upon the quantity ordered, may be subject to a 100% cancellation fee for quantities in excess of normal stock levels. No item may be returned to the factory without a return material authorization number [RMA]. All returns must be shipped freight pre-paid. A minimum restocking charge of 25% will apply to all standard units returned in resalable condition. Any item retained for 60 days or more after invoice date cannot be returned for credit. No deductions are allowed in payment of Optima EPS invoices unless a credit invoice has been issued by Optima EPS.

### **SHORTAGES AND DAMAGED SHIPMENTS**

Claims for shortages and damages for which Optima is directly responsible must be received by Optima within 10 days of ship date to be honored. A copy of the shipping papers that accompanied the shipment should be attached to your claim. Any damaged item may not be returned without first filing a claim with the carrier and then obtaining a return material authorization number from Optima.

### **CONFIRMING ORDERS**

All orders should read Optima EPS as the correct vendor name. Confirming orders must be received at Optima within 7 days after verbal order. Unless receipt has taken place within this period, the ship date will be reassigned and acknowledged based on the official receipt of the

customer's confirming order. Written confirmation must be received prior to production scheduling for all orders. Confirming orders may be received through the mail or FAX.

### **ENGINEERING AND DESIGN CHANGES**

Optima products are being updated and improved constantly. We reserve the right to make design and engineering changes without prior notification, when the changes do not affect the use for which the product was intended. Customer specified design changes may be subject to a change fee.

### **PACKAGING AND METHOD OF SHIPMENT**

Our shipping cartons meet the standards of the National Freight Traffic Association as defined in the Motor Freight Classification. We are constantly seeking better methods to assure you maximum protection against damage. Unless method of shipment is designated, Optima will ship by the most direct and economical method.

### **WARRANTY, LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**

Each standard catalog product provided by Optima is warranted to conform to currently published specifications and to be free from defect in materials and workmanship for three years from delivery. Buyers receipt of any material delivered hereunder shall be an unqualified acceptance of, and a waiver by Buyer of any and all claims with respect to such material unless Buyer gives Optima notice of claim in writing within fifteen [15] days after such receipt. However, with respect to defects not discovered upon reasonable inspection upon receipt, claim must be made within ten [10] days after Buyer discovers or should have discovered the defect, provided such claim is made in writing within ninety [90] days of shipment of the product in question. Optima's liability for breach of warranty hereunder is limited to repair or replacement, as the case may be, of defective parts returned to Optima. For three years from delivery, Optima may at its option elect to correct defects by sending its representative, at Optima expense, to make on-site corrections. Replacement parts or components may differ from the original provided they permit proper performance of the product when installed. Equipment damaged by misuse or abnormal conditions of operation shall be excluded from this warranty. Optima shall in no event be liable for incidental or consequential damages, including without limitation, personal injury, or property damage. Since Optima has no control over conditions of use, no warranty is made or implied as to suitability for Buyer's intended use beyond such performance specifications as are made a part of the purchase order. There are no warranties, express or implied, except as stated herein. The foregoing limitations on warranties and liability shall not be modified except by written amendment of the Agreement, and is not applicable to products manufactured by others.