

## TERMS AND CONDITIONS

### PRICING AND ORDERS

Orders are billed at the prices (in US dollars) in effect at the time of shipment. All international orders are cash in advance via bank transfer. Payment must be received before the order can be placed with the factory on all non-stock items. Non-standard Products will be sold at the prices set out in the relevant quotation supplied by Wes-Garde. If Customer does not purchase the quantity upon which quantity prices are based, Customer will pay the non-discounted price for the quantity actually purchased and/or a cancellation fee. Prices for any rescheduled deliveries may be increased by Wes-Garde in the event of an increase in Wes-Garde's prices or costs or causes beyond Wes-Garde's reasonable control. Prices do not include federal, state and local sale, use, excise and similar taxes that apply to Products, which Customer will also pay at the applicable rate unless an original signed tax exemption certificate is received by Wes-Garde.

### TERMS OF PAYMENT

If Wes-Garde has not granted credit to Customer payment terms are cash on delivery or preapproved credit card payment before shipment. COD order minimum is \$50.00. COD orders totaling \$500.00 or more must be paid with certified funds (certified check, money order or cashier's check). Freight carriers will not accept cash and require payment by check of some form regardless of the total. There is a \$25.00 service charge on all returned checks.

### SHIPPING AND DELIVERY

In the absence of prior instructions from the Buyer, the Wes-Garde Components Group, Inc. will select the carrier for shipment and charges will be prepaid and add. U.P.S. is the preferred carrier for all shipments. If a different carrier is requested, the recipient's account number for the requested carrier must be provided. Wes-Garde Components Group, Inc.'s responsibility for any loss or damage ends and title passes to the Buyer when the merchandise is delivered to the carrier. All delivery dates are approximate. Because delivery dates depend upon our supplier's inventory, production, shipping schedules and other factors, actual delivery dates may differ substantially from those quoted. All orders are F.O.B. point of shipment.

### FREIGHT DAMAGES & SHORTAGES

If product is received from Wes-Garde Components Group, Inc. that has been damaged in shipping, keep all packaging material and contact the carrier. Wes-Garde reserves the right to ship plus or minus 10% unless otherwise stated on all orders. Claims for shortages or over shipments must be made within 10 days after receipt of shipment.

## CANCELLATIONS

All non-stocked, special order and custom assemblies are Non-Cancelable and Non-Returnable. A Wes-Garde Components Group, Inc. customer service representative must authorize any cancellation in writing. Canceling a scheduled order may cause a price adjustment to reflect actual usage.

## RETURNING PRODUCT

Products will be considered accepted by the Buyer unless notice of rejection is given by the Buyer within thirty (30) days of shipment date. Credit will not be allowed for products returned without prior consent. No return of products will be accepted without a Return Materials Authorization (RMA) number issued by Wes-Garde Components Group, Inc. A complete description stating the reason for the return must be included with the returned products with date codes of product. The returned items must be in the original packing, in original condition and shipped by prepaid freight to Seller's warehouse. Non-Cancelable, Non-Returnable (NCNR) products are non-returnable. Call 1-800-554-8866 and ask for a customer service agent to give you a Return Merchandise Authorization (RMA) number. Returns are subject to inspection prior to credit being processed.

## FORCE MAJEURE

Wes-Garde will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fire, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots, or war. Wes-Garde's time for delivery or performance will be extended by the period of such delay or Wes-Garde may, at its option, cancel any order or remaining part thereof without liability by giving notice to Customer.

## EXPORT CONTROLS

Products purchased are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the products or services hereunder. Customer shall be responsible for obtaining any required license to export, re-export or import.

LIMITED WARRANTY

WES-GARDE COMPONENTS GROUP, INC. MAKES NO EXPRESS WARRANTIES CONCERNING PRODUCTS SOLD AND WES-GARDE COMPONENTS GROUP, INC. HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO AND WES-GARDE COMPONENTS GROUP, INC. SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD EXPENSES, PERSONAL INJURY, INJURY TO REPUTATION OR LOSS OF CUSTOMERS.

Most items sold by the Wes-Garde Components Group, Inc. are covered by the manufacturers' warranties. Wes-Garde Components Group, Inc. expressly limits its liabilities to the applicable manufacturer's warranty. Warranty is limited to repair, replacement, or refund of the purchase price paid for the product at the sole discretion of Wes-Garde Components Group, Inc. Products which Wes-Garde Components Group, Inc. Value Added Department manufactures, terminates, assembles or otherwise alters from the original state in which they were manufactured will carry a warranty to be free from defects in workmanship for a period of one year from the date of shipment. Wes-Garde Components Group, Inc. will not be responsible for any consequential or indirect damages.