



## Terms and Conditions

### **1. Quotations and Their Acceptance**

Unless otherwise specified, quotation on stock products are valid for thirty (30) days from date thereof, but in making such quotations, Flotron reserves the right to change or cancel at any time prior to the receipt of the customers' written acceptance.

### **2. Credit Terms**

To those customers and prospective customers whose credit is satisfactory to Flotron, terms are net thirty (30) days, from date of invoice. Flotron may at any time when, in its opinion, the condition of the customer or prospective customer warrants it, either alter or suspend credit, or discontinue deliveries, and render a charge covering the value of any partially finished special products which are then being manufactured for the customers. In those instances where credit is not established, and in cases where satisfactory references are not given, the terms are cash with order. Credit cards, Visa, MasterCard, American Express are accepted. For special/custom products in those instances where credit is not established to the satisfaction of Flotron, a deposit of at least 50% of total value of the order is required. Remittances should be made by check or credit card. Payable to Flotron, Inc. 2630 Progress St., Vista, CA USA 92081.

### **3. Delivery**

All prices are F.O.B. Flotron's plant. Regardless of the method of delivery, however, risk of loss shall pass to Buyer upon Seller's delivery to a carrier. Quotations of shipping dates are based on best information available from our suppliers. Flotron shall not be held liable for any damage, consequential or otherwise, arising from any delay or late delivery beyond our control or the control of our suppliers.

### **4. Termination**

Accepted quotations and/or orders, verbal or written, are not cancelable without Flotron's prior written permission and with the buyer agreeing to assume stated amount of termination or stocking charges

### **5. Special/Custom Products**

All orders for special products and/or special components will not be considered for cancellation.

### **6. Delay or Nonperformance**

Flotron shall not be liable for any delay or loss of any nature or failure in performance due to or caused by fire, flood, strike or other differences with work personnel, accidents, labor or material or transportation shortages, war (declared or undeclared), insurrection, riot, or by any governmental orders or regulations, legal interferences or prohibitions, defaults on the part of suppliers or causes beyond Flotron's reasonable control.

### **7. Returned Goods**

All materials claimed to be defective shall be held subject to inspection by Flotron. No returns for credit will be allowed without Flotron's prior permission. To reject products on inspection as defective, customer must notify Flotron in writing within ten (10) days from the receipt of the products. All shipping charges are to be prepaid by the buyer.

### **8. Past Due Accounts**

There will be a 1-1/2% per month late charge (18% APR) or maximum allowable on past due balances. In the event suit is necessary to enforce collection, purchaser agrees to pay a reasonable attorney fee and any court costs incurred.

### **9. Limited Warranty**

Flotron warrants that products manufactured or sold by it shall be free from defects in material and workmanship. Any product which shall within one (1) year of delivery be proved to Flotron's satisfaction to have been defective



at the time of delivery in these respects will be replaced or repaired by Flotron at its option. Freight is the responsibility of the customer. Flotron's liability under this limited warranty is limited to such replacement or repair and we shall not be held liable in any form of action for direct or consequential damages to property or person. THE FOREGOING LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY AND INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. No employee, agent, distributor, or other person is authorized to give additional warranties on behalf of Flotron, nor to assume for Flotron any other liability in connection with any of its products, except an officer of Flotron in written form.

#### **10. Prices**

Prices subject to change without notice.