



TERMS AND CONDITIONS OF SALE

EXCLUSIVE : These terms and conditions apply to all goods or services Tapeswitch Corporation, hereafter referred to as Seller provides. Seller recognizes no other terms and conditions unless approved in writing by Seller's authorized representative. Seller rejects any additional terms and conditions that may be contained in any document provided previously or subsequently by your company. The customer or purchaser is hereafter referred to as the Buyer.

TERMS : Cash in advance, credit card payment, authorized C.O.D only, except for established accounts (NET 30 Days terms only). All shipments will be F.O.B. Farmingdale, New York. Seller retains a security interest in all materials shipped on account, until paid in full.

PRICES AND SHIPMENTS : The quoted prices are net, F.O.B. shipping point, and are subject to change without notice.

The quoted prices do not include state or local sales, duties, use, excise or similar taxes. To avoid any inconvenience, please supply us with one of the following documents: 1) A tax exemption certificate from your state or 2) A statement on your order or letterhead that your firm will pay the appropriate state use tax in accordance with the current tax laws of your state.

The additional descriptive text about items in the price list is provided only to aid in product identification. It is not a product specification. All actuation forces are nominal values observed using specific testing templates. Refer to the individual product specifications for full details.

CRATING CHARGES : Crating charges shall be charged and billed as a separate item .

VERBAL ORDERS : Seller will not be responsible for any verbal orders or commitments unless they are confirmed in writing or by email prior to shipment.

RUSH DELIVERY : Seller maintains extra stock of certain product lines in a semi-finished state for the specific purpose of expediting such deliveries on an overtime basis in order to support Buyer's special needs. Requests for Rush Delivery should be made through Sellers customer service department. There is an additional overtime fee for this service and it is depending on availability.

RETURNS : Prior authorization along with a RMA number must be obtained prior to returning merchandise. Only prepaid shipments, referenced with our RMA number, will be accepted. Non-stock items may not be returned. All Returns are subject to our inspection and decision.

RESTOCKING FEE : Products returned by the Buyer for restocking shall be subject to a 25% restocking fee.

WARRANTY : Seller warrants title to products, and also warrants to the buyer that the products shipped to the Buyer are of the kind and quality described in the company's current specification and free from defects of workmanship and material. If under normal use and within one year from date of shipment the Buyer discovers that such item was not as warranted and promptly notifies Seller or an authorized Distributor, in writing thereof, the Seller shall remedy such non conformance by, at its sole choice, repair or replacement of non conforming parts returned to the factory, freight prepaid by Buyer. Certain products have a rated or design operating life. Use beyond this rating is considered outside normal operating life and no remedy will be allowed. The Seller reserves the right to replace with merchandise of equal performance, although not identical in every way to the item sold. By this warranty, the rated or design operating life for warranty purposes cannot exceed one year.

Any separately listed item of the product not manufactured by Seller shall be covered only by the express warranty of that item's manufacturer.

Buyer is responsible for proper installation, operation and maintenance of the product. Failure to do so will void the warranty. Abuse or improper use will void the warranty.

By returning product for warranty inspection, Buyer gives his permission to Seller to open and dissect the product as required to perform a complete examination and to determine the cause of any alleged non-conformance. Moreover, Purchaser agrees that in the event such a procedure is necessary, he will not hold Seller liable for the condition of the product, or for return of any dissected product.

Other than those expressly stated herein, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AND SPECIFICALLY EX-CLUDED, BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURCHASE AND MERCHANTABILITY.

PATENT INDEMNITY : In the event of a claim against the Buyer charging that the goods purchased from Seller infringe a U.S. patent existing when the goods were shipped, Seller shall, at its sole option, procure for the Buyer the right to use the goods, or replace the goods with non-infringing goods, or modify the goods to be non-infringing, or remove the goods and refund the purchase price, less depreciation, at the rate of 15% per year, or defend, at its own expense, all Suits instituted against the Buyer insofar as same are based upon any claim that the Buyer's operation of the goods, or any part thereof, is an infringement of a U.S. patent if (a) Buyer promptly notifies Seller, in writing, upon assertion of claim, (b) Buyer gives Seller authority to assume full and exclusive control of the defense and settlement of the claim or suit, and (c) Buyer provides all information and assistance to Seller, at Buyer's expense, as is reasonably necessary for the defense of the claim or suit. Seller may, at its option, intervene in any suit or action brought against the Buyer on such claim.

THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR CLAIMS OR PATENT INFRINGEMENT . Seller will not be liable for any claim of infringement arising out of Seller's compliance with Buyer's specifications, or for any claim of infringement based upon the Buyer's use of the goods as part of a patented combination in which the other elements of the combination are not supplied by Seller, or in the practice of a patented process.

LIMITATION OF LIABILITY: It is understood and agreed Seller's liability, whether in contract or in tort, under any warranty, in negligence or otherwise, shall not exceed the return of the amount of the purchase price paid by the Buyer and under no circumstances shall Seller be liable for any special, indirect, incidental, or consequential damages. The price stated for the product is a consideration in limiting Seller's liability. The buyer may not bring any action regardless of form, arising out of the transactions of this agreement more than one year after the cause of action has occurred.

Sellers maximum liability shall not exceed and Buyer's remedy is limited to either (1) repair or replacement of the defective portion of the product, or at the Seller's options, (2) return of the product and refund of the purchase price, and such remedy shall be the Buyer's entire and exclusive remedy .

INSURANCE : Buyer represents that they have a program of Insurance which adequately protects their interest, and that of their employees and agents, including damage to plant, property and equipment, personal injury of any kind, directly or indirectly related in any way to the equipment, service, repair or parts supplied by Seller. Accordingly, Buyer waives any claim against Seller for the foregoing, and on behalf of its Insurance Company, any right of subrogation in connection therewith .

LAW: This Agreement shall be governed by the laws of the State of New York, USA with venue exclusively in the US District Court or the New York State Courts in Suffolk County, New York.