

Effective - 08-01-22
OML Inc. (OML) Terms and Conditions

These Terms and Conditions (TnC's) supersede any others which may be presented by a customer as part of a request for quote or bid proposal or which applied to any previous order or purchase. Any variance from these published "Terms and Conditions" must be negotiated with OML and accepted in writing. Orders are accepted by OML only under the following TnC's

Terms and Conditions

OML Inc. warrants that its prices bid, quoted or charged to any customer do not exceed those billed to any of its favored customers, whether they be government agencies, institutions, or the general public, for the same items in like or comparable quantity, quality, or specification, within the same time frame and product warrants established. OML Inc. is a small, veteran owned business.

PAYMENT Terms of payment are net 30 days from delivered date for established accounts. Until credit has been established, payment terms will be determined by OML.

PRICES All prices are net. All quoted or published prices are F.O.B. Morgan Hill, CA., and do not include insurance, special handling charges, etc. No provision has been made for withholding or collecting various out-of-state SALES, USE, or EXPORT taxes. Compliance with applicable tax regulations is the responsibility of the customer. Formal quotations will be honored for 15 calendar days unless otherwise specified.

ORDERING The Model Number and Product Name as shown on the OML data sheets should always be indicated. Where specific additional information is required, it should be described fully in writing. OML will be pleased to quote on non-catalog or special items. Orders placed by phone to OML or OML's Representative must be confirmed in writing. The customer is responsible for the accuracy of unconfirmed orders.

REVISIONS & CANCELLATIONS Specification changes and/or modifications applicable to items on order will be subject to negotiable charges depending upon the non-recoverable expenses incurred. Orders for catalog or non-catalog items may be cancelled by the customer upon payment to OML of the non-recoverable expenses incurred prior to cancellation, which shall not exceed fifteen percent (15%) of the product's price in the case of catalog items.

SHIPPING & DELIVERY Unless contrary instructions are provided by the customer, shipping will be arranged by OML and shipments will be prepaid and insured and these charges will be added to their respective invoices. Should damage occur during shipment, the Carrier should be notified immediately as to extent of damage in accordance with his regulations regarding same. It is suggested that units received in packages showing damage be inspected and tested at once. Shipping material should be held until contents have been accepted or until claim is settled. Upon subsequent written notice of damage by OML, liability will be determined under OML's warranty. (See RETURNS) OML accepts no responsibility for late deliveries due to delays caused by: strikes, shipments lost during transit, casualties, acts of God, or any situation beyond OML's control.

WARRANTY OML warrants its products to be free from defect in material and workmanship. OML makes no representation or warranty, express or implied except as specifically set forth herein. OML's express limited warranty set forth below is strictly limited to only those merchandise manufactured, fabricated, or assembled by OML, or merchandise to which OML adds value. With respect to merchandise or products not manufactured, fabricated, or assembled by OML, or merchandise or products to which OML does not add value, OML makes no express warranties whatsoever, and OML specifically disclaims any and all implied warranties, including but not to the implied warranties of merchantability or fitness for a particular purpose, in fact or in law. The limit of liability under this warranty is to repair, replace and/or refund without interest of the original purchase price on any product or part thereof within twelve (12) months from product is shipped from OML to the original customer. OML reserves the right of final determination as to the existence and cause of any defect under this warranty. OML's Sales Department must authorize all Warranty returns. (See RETURNS) There is no Warranty unless customer has fully paid for the product. This warranty does not apply to any product which has been altered or improperly installed, or which has been damaged as a result of accident, abuse, misuse, neglect, modification, tampering, or by reason of being conveyed or transferred to another party, stored, or operated under extreme and unreasonable environmental conditions of temperature, pressure, humidity, shock, vibration, or magnetic field strength; or when subjected to operational conditions beyond published rating. OML reserves the right to make design changes to any product without any obligation to make changes to any products previously sold. This warranty is the sole extent of the obligation, responsibility or liabilities assumed by OML with respect to any of its products. OML neither makes, nor authorizes any additional guaranty or warranty concerning its products.

LIMITATION OF LIABILITY Neither OML nor customer shall be liable to the other party for loss of profit, loss of goodwill, injury to reputation, overhead, downtime, repair, replacement or charge-backs or other debits from customer or any customer of customer, business interruption or any other consequential damages.

RETURNS No returns for any reason shall be made without prior written authorization from OML. Upon receipt of prior written notification, OML will advise customer of the procedure for returning a product. The original purchase order number, OML's invoice number, date received, product name and model designation, and complete details concerning reason for return must be included in every written notification. **Under Warranty** - Upon receipt of authorized return, OML may examine and/or test the product. If the defective product is covered under OML's warranty, then, in OML's sole discretion, OML shall either repair or replace the product, or OML may, in its sole discretion refund customer's purchase price without interest as the sole compensation under this warranty. If the responsibility rests with the customer, OML may, but is not required to provide a cost estimate to either replace or repair cost, and OML will only proceed with the work after written authorization and payment for the cost estimate has been received. OML will only return the product if the customer pays for the cost to return the product to the customer. **For Repair** - Products which are out of warranty or have been damaged while under warranty may be repaired in the sole discretion of OML, if economically feasible. Upon receipt of an authorized return OML will estimate repair costs and delivery date and will notify customer. Written authorization is required before repairs are made and prior receipt of the full payment for the cost of the repair. OML's warranty on any repairs made on a product shall only be for thirty (30) days from the date the repaired product is shipped to the customer. **For Credit** - Under certain conditions an OML product, which has not been used, may be returned for credit provided such return is authorized by OML within thirty (30) days of Customer's receipt of the unit. There will be a charge for any non-recoverable expenses on any product returned for credit, which shall not exceed fifteen percent (15%) of the product's price. OML's return policy does not include credit for non-catalog items.

GOVERNING LAW AND JURISDICTION/VENUE These TnC's and any interpretation or enforcement shall be governed by the laws of the State of California and the exclusive jurisdiction and venue for any action regarding the sale and condition of any product shall be the State Courts located in Santa Clara County and the Federal Courts located in San Jose, California.

Customers wishing additional information concerning TERMS & CONDITIONS may contact:

O M L Inc.

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