

OML Inc. (OML) Terms and Conditions

Supersede any others which may be presented by a customer as part of a request for quote or bid proposal. 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 terms and conditions

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. Invoices paid within 15 days of billing will accrue an additional Six (6) months warranty. Invoices more than 15 days in arrears are subject a warranty penalty of equal to six (6) months subtracted from the standard warranty period.

PRICES 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 Purchaser. Formal quotations will be honored for 60 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. 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 Purchaser 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 Purchaser 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 Purchaser, 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 notice of damage, 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. The limit of liability under this warranty is to repair and/or replace any device or part thereof within eighteen (18) months from delivery to the original Purchaser. 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) Warranty is validated, in writing, upon receipt of payment. 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, 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 without any obligation to make changes to units previously sold. This warranty is the extent of the obligation or liabilities assumed by OML with respect to its components. OML neither makes, nor authorizes any additional guaranty or warranty concerning its products.

LIMITATION OF LIABILITY Neither OML nor Purchaser shall be liable to the other for loss of profit, business interruption or any other consequential damages.

RETURNS No returns for any reason shall be made without authorization from OML. Upon receipt of notification, OML will advise Purchaser of procedure for return. Original purchase order number, OML's invoice number, date received, product name and model designation, and complete details concerning reason for return are to be included. **Under Warranty** - Upon receipt of authorized return, OML will examine and/or test the product. If the responsibility for repair rests with OML the unit will be repaired or replaced under the terms of our warranty. If the responsibility rests with the Purchaser, OML will estimate replacement or repair cost, and proceed with the work when written authorization is received. **For Repair** - Products which are out of warranty or have been damaged while under warranty will be repaired if economically feasible. Upon receipt of an authorized return OML will estimate repair costs and delivery date and will notify Purchaser. Written authorization is required before repairs are made. **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.

Customers wishing additional information concerning TERMS & CONDITIONS may contact :

OML Inc.

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