



**3000-11 nw 25<sup>th</sup> Ave. Pompano Beach, FL 33069**

## **TERMS OF SALE**

**GENERAL** - No addition to or modification of any of the Terms and Conditions of Sale as they appear herein for product sales of Concept 2 Market, INC.. (CONCEPT 2 MARKET) shall be binding upon CONCEPT 2 MARKET unless signed in writing by a duly authorized representative at CONCEPT 2 MARKET Headquarters.

**TERMS** - Terms to customers of satisfactory credit are 30 days net from date of invoice. To avoid delay in filling orders, purchasers without previous experience with CONCEPT 2 MARKET should include credit references with their first order, or remit cash.

**MINIMUM BILLING CHARGE** - See current product pricing publication or contact CONCEPT 2 MARKET for minimum pricing charge applicable to each product.

**SHIPPING TERMS** - F.O.B. Factory (Pompano Beach, Florida, USA). Buyer to pay all transportation unless otherwise agreed to in writing.

**SHIPMENT** - Shipment shall be F.O.B. CONCEPT 2 MARKET factory, warehouse or other point of shipment by CONCEPT 2 MARKET. Scheduled or stipulated shipping dates are approximate and based upon prompt receipt of all necessary information from Buyer. CONCEPT 2 MARKET shall not be liable for any loss, damage or delay in delivery due to causes beyond its reasonable control, or acts of God, acts of the buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay.

**DAMAGE CLAIMS** - All claims for breakage and damage whether concealed or obvious must be made to the carrier by the Buyer as soon as possible after receipt of the shipment. CONCEPT 2 MARKET will render the Buyer reasonable assistance in the securing of adjustment for such damage claims.

**QUOTATIONS** - All written quotations automatically expire unless accepted within 30 days from the date quoted. Verbal quotations expire the same day they are made. Quotations to be binding must specifically identify each product and list the actual quantities involved. All stenographic and clerical errors are subject to correction.

**PRICE CHANGE** - Unless otherwise agreed in writing between CONCEPT 2 MARKET and Buyer, CONCEPT 2 MARKET reserves the right to increase or decrease any price with any such increase or decrease to apply to any portion(s) of the sale that is un-shipped as of the effective date of such change. Such price change will not apply to any portion(s) of the sale shipped and billed prior to the effective date of the price change.

**TAXES** - The Buyer shall pay or reimburse Seller for all sales, use, excise or similar taxes.

**APPROVED VENDOR LISTS** - The customer is required to notify CONCEPT 2 MARKET in writing of any changes to the status of components, component specifications or component supply. This includes customer specified electrical, mechanical and sub-assembly materials.

**ACCESS** - Unless approved in writing by an officer of CONCEPT 2 MARKET any access to CONCEPT 2 MARKET facilities, records or data by Buyer or customer(s) of Buyer, as well as respective agents or representatives, for whatever purpose, shall exclude access to proprietary processes and information.

**PRICES** - Prices shown in any CONCEPT 2 MARKET publications are subject to change without notice and are not to be construed as a definite quotation or offers to sell by the Company. Such literature is maintained only as a source of general information, and any prices shown therein are subject to confirmation with a specific quotation.

**WARRANTY** - CONCEPT 2 MARKET warrants for a period of one (1) year from date of the CONCEPT 2 MARKET invoice that product furnished under the order will be of merchantable quality free from defects in material, workmanship and design each as determined, at the date of shipment by CONCEPT 2 MARKET, by generally recognized, applicable and accepted practices and procedures in the industry - to include any specifications specifically agreed to in writing by CONCEPT 2 MARKET prior to the date of shipment.

Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement or repair or modification of, or issuance of a credit for, the products involved, at CONCEPT 2 MARKET's option, with CONCEPT 2 MARKET to determine the availability of service personnel and any absorption of associated service expenses; such