

DEFINITIONS

Equipment, material and goods (collectively "Goods") sold by Seller are categorized as follows:

- FACTORY NEW: Items that have been purchased through the Original Equipment Manufacturer's normal distribution network.
- NEW SURPLUS: Items that have not been put into service and are in the original factory packaging.
- UNUSED: Items that may or may not have been installed, but were never energized and are not in original packaging.
- RECONDITIONED: Returned to safe & reliable operating condition based upon the design of the Original Equipment Manufacturer at the time of manufacture as defined in the P.E.A.R.L. Reconditioning Standard.
- USED: Items that have been installed and energized.
- TESTED: Items that have been tested to the published design criteria of the Original Equipment Manufacturers.
- AS IS: Items have been inspected for external breaks and missing parts. No warranty applies.

GENERAL TERMS AND CONDITIONS

Payment Terms: All Cash/Check/Credit-Debit Card Sales are due at time of purchase. Corporate accounts; unless otherwise agreed upon in writing, the terms of payment are Net 30 days after receipt of material. All past due accounts will be charged interest at the rate of 1-1/2% per month. All orders are subject to the approval of Seller's credit department and Seller may require full or partial payment in advance.

Shipping: All prices quoted are prepaid and CHARGE via UPS or common carrier and are FOB our warehouse in Portland, Oregon unless otherwise stated by Seller. Airfreight and direct orders are shipped prepaid & charge or Freight Collect at Buyer's discretion and are FOB point of shipment. Insurance as provided by the carrier may be added to the shipping costs at the discretion of the seller. Seller will not be responsible for any loss, delay or breakage after receipt of an executed bill of lading or other shipping documents from the transportation carrier indicating the Goods have been shipped in good order. Seller shall incur no liability for damage, shortages, or any other cause, alleged to have occurred or existed at, or prior to, delivery of the equipment to the carrier, unless full details are entered on Buyer's receipt documentation to the carrier.

Delivery: Except as otherwise specified on invoice, title will pass and delivery will be FOB point of shipment. Risk of loss or damage will pass to Buyer upon delivery to carrier.

Delays: Seller shall not be liable for loss or damage of any kind, resulting from delay or inability to deliver, on account of fire, labor troubles, accidents, acts of civil or military authorities, or from any other cause beyond Seller's control.

Cancellation: Orders may be terminated by Buyer prior to shipment and upon payment of reasonable and proper termination charges, plus 25% of the contract price.

Return Policy: All returns will be subject to a restocking fee of at least 25% plus all freight charges incurred, even if no freight charges were originally billed to Buyer. All credits are subject to inspection and verification of returned material, Seller has 30 days to inspect and verify material prior to issuing credit. All returns must be made within 30 days of invoice date. AFTER 30 DAYS, NO CREDIT WILL BE ISSUED. All Cash/Check/Credit-Debit Card Sales are FINAL – no returns accepted.

LIMITED WARRANTY POLICY

For a period of one (1) year from the date of shipment of original sale, Seller warrants to Buyer that the goods sold or delivered hereunder will be free from defects of material or workmanship, provided that such Goods are normally used and serviced. Buyer's sole and exclusive remedy under this Warranty shall be limited to either of the following (to be elected by the Seller): (i) return of goods to Seller and Seller to credit the original purchase price to Buyer's account or (ii) repair or replacement by Seller of defective Goods. All Warranty work on defective Goods shall be performed at the Seller's facility in Portland, Oregon or at the Seller's discretion at a facility designated by Seller for such purposes. In no event shall Seller be liable for consequential damages, including but not limited to; costs associated with removal and reinstallation of original or replacement Goods, travel charges, down time and loss of service or use of equipment or facilities, damages from improper installation or use of Goods. The Seller is not responsible for any project completion commitments or time commitments, whether stated or implied, as defined by any contracts or agreements that the Buyer has entered into without the Seller's specific written acknowledgment and acceptance of this responsibility (acceptance of "Air Freight" or express shipment orders does not constitute the Seller's acceptance of said responsibility).

The foregoing Warranty will not apply to defects within the Warranty periods resulting from accident, negligence, abuse or misuse, improper storage or maintenance, improper installation, damage in transit, alterations or repairs, subsequent to the sale or service by Seller.

EXCEPT AS SET FORTH IN THE FOREGOING PARAGRAPHS, NO WARRANTY, GUARANTEE, REPRESENTATION OR UNDERTAKING, WHETHER STATED OR IMPLIED, WITH RESPECT TO GOODS SOLD HEREUNDER SHALL BIND OR OBLIGATE SELLER IN ANY WAY. ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS AND UNDERTAKINGS ARE HEREBY EXPRESSLY DISCLAIMED AND DISALLOWED.