

### Terms & Conditions of Sale

Prices and terms of payment are shown on the invoice. Terms are from date of invoice and not from date the goods are received. Funds are to be remitted to Zoron Manufacturing, Inc., 4553 Technology Drive, Unit 8, Wilmington NC 28405. Payment in U.S. currency only. Prices are subject to change without notice. Prices in effect at time of shipment will apply. Any outstanding balances unpaid on the date when due to Seller shall be subject to a non-refundable finance charge of 1½ % per month until paid. Buyer shall be liable for all legal fees incurred in collecting any unpaid balances. No additional orders will be shipped to customer unless account is maintained in a current status.

#### Backorders

Unless otherwise instructed, all unshipped items will be backordered and shipped when available. If you do not wish backorders, please state so at time of order. Customers refusing non-cancelled backordered merchandise will be liable for the shipping, insurance, and any COD charges incurred.

#### Claims

Claims for shortages, defects and nonconforming goods must be made by Buyer in writing within ten days of receipt of goods, and no claims made after the expiration of such period will be allowed. Buyer shall not return any goods without a return authorization. Our liability for material found to be defective is limited to the value of the goods sold.

#### Returns

Special order items or any returns after 30 days cannot be accepted. Customer will pay the freight cost of the return. In case of wrong items shipped, Zoron Manufacturing will credit the customer for the return freight cost. A handling charge may be assessed where applicable.

#### Delays

All orders are accepted by Seller upon the express understanding by Buyer that Seller will not be liable for delays in delivery of orders or inability to deliver order caused by or due to inability to obtain transportation or by reason of insurrection, fires, floods, storms, embargoes, actions of any military or civil authorities, whether legal or de facto, strikes, labor difficulties, acts of God or other circumstances beyond control of Seller.

#### Delivery

The delivery of the goods by Seller to the carrier at the point of origin shall constitute delivery of the goods to Buyer and thereafter the shipment of the goods shall be at Buyer's risk. All claims and allowances for damage to the merchandise incurred in transit must be filed against and presented to the carrier by Buyer.

#### Freight

All goods are FOB Wilmington, North Carolina. We do not pay freight. Title of goods transfers to the buyer (consignee) at time of shipment.

#### Minimum Orders

The minimum order is \$75.00.

#### Sale Terms

All sales are expressly limited to and made conditional upon the terms and conditions contained herein. Objection by buyer to any of the terms contained herein shall be deemed to have been waived if written notice of the objection is not received by seller within ten days of receipt of invoice or acknowledgement or before part of the described goods are accepted by buyer, whichever occurs first.

#### Payment

By Check: Customers whose checks are returned for uncollected funds will be charged a \$25.00 fee. Customers whose checks are returned a second time will be put on strict COD, cash in advance, or credit card terms (MasterCard, American Express, or VISA.) By Credit Card: We accept MasterCard, and VISA and American Express as a form of payment.

#### Warranty Disclaimer

We warrant to the original purchaser that the goods sold to such original purchaser are free from defects in material and workmanship under normal use. Our obligation under this warranty shall be limited to thirty days from date of invoice. This warranty is expressly in lieu of all other warranties expressed or implied including the warranties of merchantability and fitness for any particular purpose on our part, and we neither assume, nor authorize any other person to assume for us, any other liability in connection with the sale of these goods. This warranty shall not apply to any part of these goods which have been subject to accident, negligence, alteration, of use or misuse. The term "original purchaser" as used in this warranty shall be deemed to mean that person to whom the goods were originally sold.

#### Product Safety Notice

If our product is to be used where safety is a factor, the manufacturer should be consulted as to adequacy. **Seller shall have no liability for consequential or incidental damages under any circumstance.** Zoron has no control over buyer or ultimate user's application of our products.

