



## **STANDARD TERMS and CONDITIONS OF SALE**

### **1. TERMS of SALE (Minimum Order)**

Minimum order: \$100.00 pre-tax plus shipping and handling. (Domestic)

A \$15 order handling fee will be applied to orders not meeting the minimum \$100 level.

#### **1a. TERMS of SALE (Payment)**

Initial opening order for any new customer must be 50% prepaid prior to shipment by newave® sensorSolutions unless authorized in advance.

- US payment options: Bank wire transfer, PayPal, Cashier's and Business checks in US funds. We cannot ship COD, accept personal checks or certified personal checks.

Thereafter, Net 30 days terms can apply with completion and approval of our credit application. Standard terms for newave customers with established credit are payment in 30 days from date of invoice.

1.5% service charge per month after 30 days of invoice date (18% per annum).

Order limits: Orders above \$5,000.00 require a 25% prepayment /deposit

Taxes: Sales/shipments in Ohio are taxable unless a tax exempt certificate is provided. Sales to other states may have a tax applied.

#### **1b. TERMS of SALE. (Open Invoice-Public Institutions)**

For government institutions which, include but are not limited to schools, military installations, fire and police departments your official purchase order (hard copy) is required. In addition, the accounts payable official must sign our credit application. Once approved, Net 30 days terms apply. Minimum order: \$300.00, plus shipping and handling.

#### **1c. TERMS of SALE (for export outside the USA) .**

All terms and conditions as applicable above. With these exceptions:

- Minimum order for export is \$500 plus our shipping and handling. All export payments must be wired into newave's account in US dollars.

- Initial opening order for a new customer must be prepaid prior to shipment unless otherwise authorized in advance.
- All other duties, VAT, or agent charges are the purchaser's responsibility.

## **2. PRICING & STANDARD PACKAGING**

- Prices are subject to change without notice.
- The issuance and distribution of our price list does not constitute an offer to sell at the prices listed herein.
- All orders are shipped in standard packaging and/or multiple lengths as listed herein. All orders will automatically be adjusted up or down to the standard packaging and/or multiple length quantities.
- newave sensorSolutions reserves the right to impose a service charge for special orders, drop shipments, third party billing, and/or to meet our minimum order values. Any such service charges will be provided in advance
- No trade in other currencies besides the US dollar will be accepted.

### **2.1 TELEPHONE / WEB / FAX / E-MAIL ORDERS**

- Upon submission of an order, the customer accepts responsibility to indicate in writing or verbally any special instructions, reference(s) to formal quotations, and/or pricing deviations from our current price list. All disputes will require supportive documentation.

## **3. FREIGHT & SHIPPING POLICY**

- Prices listed herein do not include shipping charges.
- Shipping and handling charges will be added to all shipments. These charges are normally prepaid and added to the invoice, billed collect, or billed to a 3rd party.
- All products are shipped Freight On Board (F.O.B.) newave shipping point.
- newave sensorSolutions reserves the right to ship via its regular common carriers. When specifying special freight carriers, the customer will pay any additional freight expenses and/or full freight charges.
- newave sensorSolutions reserves the right to consolidate below minimum backorders with new orders and/or hold the order until complete. The customer may be requested to cancel the backordered items and reorder them on a future order.

## **4. CANCELLATIONS**

The following are non-cancelable, non-returnable orders:

Custom construction, non-stock items or colors, and/or special handling orders, (i.e. modifications to standard items or special packaging requirements). The customer will be notified in writing for their approval of a special order prior to its acceptance.

## **5. RETURNS AND CLAIMS**

In the case of logistic, technical, or commercial claims, please contact newave at 888-677-7343 immediately to obtain either a Credit Authorization (CA) for logistics or commercial claims, or a Repair Authorization (RA) for a technical claim and designated return location. A CA or RA must accompany all claims.

In the event that you are not fully satisfied with a newave product, newave will accept a return within 90-days of invoice and will credit the purchase price paid for the product (freight charges and return freight not included). To obtain credit the returned must be properly packaged, including all components and peripherals, and the goods are free of obvious damage due to rough and/or improper handling.

All merchandise returned for credit may be subject to a 20 percent restocking and refurbishing charge or a minimum of \$25 which ever is higher. Returns involving our error will not be subject to a restocking charge, provided the material is returned to our Innovation Center in saleable condition.

All returned products are subject to review and at newave's discretion, credit for the return may be denied if the product has suffered cosmetic or internal damage related to the improper use or handling of the product, or for missing components or peripherals.

No credit for outbound/inbound freight will be allowed. Returns must be authorized in advance of shipment and be shipped freight prepaid to newave® sensorSolutions 9011 Heritage Drive, Plain City, Ohio 43064. Otherwise, no credit will be issued. No credit will be given for any material returned in damaged condition. Failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims.

## **6. PRODUCT WARRANTY**

newave sensorSolutions® LLC ("NSS") warrants that the product(s) sold by NSS, or by either a reseller or representative authorized by NSS to sell products(s) supplied by NSS are free from Manufacturing Defects (as defined and as determined below) for a period listed below from the date of sale to the reseller or end user, subject to and on the terms and conditions set forth in this Limited Warranty.

Claims of defective materials, specified by the product(s) below, must be made within the required time period after the date of shipment. No claims will be allowed beyond this period. Adjustments will be granted on the basis of replacing the material or issuing a credit. Credit amount means a United States Dollar amount that NSS in its sole, absolute discretion, determines is reasonable to remedy and correct the Manufacturing Defect(s) applicable to the product(s) sold to the customer. Furthermore, this definition of Credit Amount specifically excludes, without limitation, any sales or use taxes, or any other costs, items, or expenses other than the "Credit Amount" as defined in this Limited Warranty.

Product Categories:

newave Antennas.....12 months

smart Shelf™ and smart Information Management Systems(SIMS)™ .....6 months

newave Portals.....6 months

Manufacturing Defects (Manufacturing Defects) means NSS verified problems or defects resulting from the manufacture, materials, or workmanship by NSS that render(s) the Electro-Mechanical Component(s) unable to function in a manner consistent with and according to the specifications provided by and/or defined by NSS. Furthermore, NSS specifically reserves the right to: (a) determine, in its sole, absolute discretion, whether a "Manufacturing Defect(s)" exists; and (b) decline any claim under this Limited Warranty with respect to an electro-mechanical component that NSS can not verify. "Manufacturing Defects" are NOT unconfirmed defects or problems caused by modifications to, or work performed on, the product(s) by any party after the sale of the products by NSS. In addition, "Manufacturing Defects" are NOT unconfirmed defects or problems caused by utilization of the product(s) in a manner inconsistent with the specifications provided and/or defined by NSS that are applicable to the product(s), or in any unreasonable manner. NSS reserves the right to void this Limited Warranty, and shall not be obligated to make any replacements or credits of the Credit Amount with respect to the product(s) in event that work is performed on the products by any party after the sale of the product(s) by NSS, or if the product(s) are used in a manner inconsistent with the specifications provided and/or defined by NSS that are applicable to the product(s) or are used in an unreasonable manner.

Except as set forth in this limited warranty, NSS makes no other warranties either expressed or implied. Furthermore, NSS shall not be liable for any damages (whether consequential, incidental or otherwise) for any breach of this limited warranty except for NSS obligations to replace, or provide credits of the credit amount with respect to the product(s), as elected by NSS at NSS's sole option, and as more particularly provided by this limited warranty, and such replacements or credits, as the case may be, shall be the sole remedy for any such breach by NSS of this limited warranty.

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