

Terms & Conditions

Account Terms

- <u>Credit Terms</u> Accutech can offer a line of credit to any party deemed a qualified Customer, with current financial information, subject to approval. Standard terms are Net 30 from our invoice date. We reserve the right to extend or withhold lines of open credit as deemed appropriate based on payment experience, amount of credit required, or Customer's current financial condition. Accutech reserves the right to refuse to sell to anyone.
- <u>Payment</u> Customer agrees to pay all charges according to the payment terms established on Accutech invoices. The entire outstanding balance due on all invoices shall become immediately due and payable to Accutech upon default by Customer in the payment of any invoice.
- Security Interest Applicant grants Accutech a security interest in each product or service purchased under this agreement and in any proceeds of such products or services to secure the full amount of the purchase price until payment is made in full. The Customer authorizes Accutech to file and submit any financing statement or other paperwork and will execute any paperwork we require to perfect and protect our security interest.
- <u>Jurisdiction</u> Accutech's address has exclusive jurisdiction of any dispute between Customer and Accutech.
- Limitation of Liability Accutech shall not, under any circumstances, be liable for special or consequential damages such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, loss of capital, loss of purchased or replaced goods, or claims of customers for service interruptions.
- <u>Waiver</u> A waiver of any of these terms or conditions on one transaction shall not be deemed a general waiver for any other transactions.
- <u>Delays</u> Accutech shall not be responsible for any damages to our Customer as a result of any delay in delivery. Any and all delivery dates given by Accutech are estimates only.
- <u>Severability</u> If any provision or clause of these terms and conditions or the application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions or applications of the terms and conditions. The provisions of this document are declared to be severable.
- <u>Entire Agreement</u> This agreement is to be interpreted together with any "Credit Application Agreement" previously entered by Accutech and the Customer. This agreement may not be modified or terminated, except by a document in writing signed by the parties hereto at a date subsequent hereof.
- <u>Notice</u> Customer warrants that they will give Accutech written notice of any material changes to any facts on this "Account Application" within thirty days (30) of any material change.

Order Processing & Cancelations

- Orders are processed and shipped on the date the order is placed when placed within normal operating hours and stock is available.
- We are unable to accommodate cancellation requests due to how fast orders are processed by our warehouse.
- Freight charges and a 15% restocking fee will be charged on refused deliveries.

Products, Pricing, Price Changes & Errors

- Pricing may be found online, in electronic and printed advertising, on electronic price files and EDI, or by calling sales representatives.
- Every effort is made to maintain current, accurate pricing and product information.
- We reserve the right to limit quantities, update pricing, product specifications, or current policy without prior notice.
- Accutech is under no obligation to honor pricing errors.
- The manufacturer's warranty related to the products purchased by a Customer under this Agreement shall be the sole warranty available to the Customer with respect to these products.
- Not including the manufacturer's warranty, Accutech hereby disclaims all warranties, express or implied, with respect to these products, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

Shipment Terms

- The recipient is solely responsible for the carton count on shipments; any damage or shortage must be noted on the delivery receipt and a claim must be filed with the carrier.
- Any Accutech shipping error must be reported within five days (5) of receipt.
- Claims made post-delivery will not be honored.
- All original cartons and packaging must be kept with the damaged product for carrier inspection.
- Any third party or collect shipments are the sole responsibility of the Customer. This includes carrier fees, shipping damage, refusals, loss, or theft.

Return Policy

• Accutech's Return Policy is posted on our website at www.accutechdata.com/returns.

Privacy Policy

 Accutech's Privacy Policy is posted on our website at www.accutechdata.com/privacy.

Please direct any questions to our Customer Service Department by email at service@accutechdata.com.