

SHIPPING POLICY:

FOB point: All orders are shipped FOB origin point unless pre-approved for FOB destination.

Shipping method: Unless specified at time of order, all shipments will be shipped pre-paid via the cheapest method or freight depending on the weight of the shipment.

Shipping Discrepancies: It is the buyer's responsibility to confirm the receipt of all items as indicated on the packing slip. Failure to report shipping discrepancies within ten (10) days of receipt will result in the order not being credited regardless of circumstances.

RMA POLICY:

All returns must have a Return Merchandise Authorization (RMA) number, must be in original condition and must be requested within thirty (30) days from the date of purchase. Any return for any reason other than defects or shipping discrepancies will be charged a fifteen percent (15%) restocking fee. Please note that CUSTOM CABLE ASSEMBLIES/CUSTOM PRODUCTS ARE NON-RETURNABLE AND NON-CANCELABLE.

INVOICE:

Invoice Receipt: In the event that the buyer does not receive any invoice by mail after ten (10) days upon receipt of shipment, the buyer shall request the invoice via registered mail, email or fax within fifteen (15) days of the billing date. Otherwise the invoice will be considered correct, full payment shall be fulfilled.

Terms Invoices: All N30 (Net 30) invoices are due thirty (30) days from shipping. All invoices become delinquent after (30) thirty days from date of shipping. As a condition of the sales agreement, a monthly finance charge of the lesser of one and a half percent (1.5%) per month or the maximum permitted by law will be added to all past due invoices until paid in full. All past due accounts over forty-five (45) days will be placed on hold until the balance is paid in full.

VENUE:

Shaxon Industries, Inc. sustains security interest on the merchandise stated above. Venue shall lie in Orange County, California, and the rights and obligations of the parties hereto shall be enforced in the state of California.

WARRANTY POLICY:

Warranty: Shaxon Industries, Inc. provides a lifetime (of the product) guarantee against defects and labor on all custom and off the shelf cables. Please note that CUSTOM CABLE ASSEMBLIES/CUSTOM PRODUCTS ARE NON-RETURNABLE AND NONCANCELABLE. Before using, buyer shall determine the suitability of the product for their intended use; buyer assumes all risks and liability in connection therewith. This warranty is not inclusive of labor for removal or reinstallation of products, and is void on any product reconfigured, installed improperly or installed in an improper environment, or misused as determined by engineering inspection of Shaxon Industries, Inc.

PAYMENT POLICY:

Shaxon Industries, Inc. accepts Visa, MasterCard, Discover, American Express, Checks and Money Orders. We do not add any credit card surcharges. Open account terms are available to qualifying resellers only - please contact your Account Manager at (800) 345-8295 for additional information.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL SHAXON INDUSTRIES, INC., ITS SUBSIDIARIES OR AFFILIATES OR THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES OR AGENTS (COLLECTIVELY, "SHAXON INDUSTRIES, INC.") BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO: LOSS OF DATA, USE OR PROFITS), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT SHAXON INDUSTRIES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES; YOU AGREE THAT SHAXON INDUSTRIES, INC., MAXIMUM LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

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