

Terms and Conditions

Minimum Order

\$25.00 per single shipment domestic orders.
\$100.00 per single shipment international orders.

Acceptance of Orders

All orders shall be considered as an offer from the Buyer. Acceptance of any order shall occur upon confirmation of Price Electronics, L.L.C. to the Buyer of the merchandise ordered. Any order for merchandise not in Price Electronics, L.L.C. stock shall be contingent upon receiving from our supplier all of the merchandise ordered. Our inability or failure to obtain all or any part of the merchandise ordered from our supplier shall automatically constitute non-acceptance of the part of the order that was not obtained. Any item ordered that is not a manufacturer's standard item is considered a "special" item and as such, the Buyer's order for a "special" item is Non-Cancelable and Non-Returnable (NC/NR).

Where a Product is described as RoHS compliant, this means that, based on information provided by Seller's suppliers, the Product does not contain the substances prohibited by the European Community Directive (2002/95/EC) on the Restriction of the use of certain Hazardous Substances, commonly known as the RoHS Directive, at levels in excess of the anticipated maximum concentration values. Certification of Product or component compliance with RoHS and its exemptions is best vested in the expertise of the Product and component manufacturers rather than those elements of the supply chain not having transformative responsibilities. As such, any information provided by Seller in reference to RoHS compliance is based on the Product or component manufacturer's timely and accurate information and not a declaration of compliance made by Seller.

Blanket Orders & Scheduled Shipments

Price Electronics, L.L.C. offers blanket orders, not to exceed a year, for certain commercial applications. Releases scheduled for prompt delivery, at the time your order is accepted, will be price guaranteed according to the schedule. Prices and availability for altered or subsequent release schedules are subject to subsequent cost/price structure and availability.

Force Majeure

Price Electronics, L.L.C. will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unusual circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, or war. Price Electronics, L.L.C. time for delivery or performance will be extended by time and the recovery period of the event. In any such event, Price Electronics, L.L.C. may, at its option, cancel any order or remaining part thereof without liability by giving due notice to Customer.

Prices

Prices are subject to change in response to supplier price increases. Prices are also subject to change by Price Electronics, L.L.C. when Buyer reschedules or reconfigures its order.

Payment

Price Electronics, L.L.C. has several convenient options for you to choose from. We accept Visa, Master Card, COD, and extend credit terms to qualified businesses.

Terms of payment are net 30 days from the invoice date unless stated differently on the Seller's invoice. Prices of products do not include taxes, freight, handling, or other similar charges which are the sole

responsibility of the Buyer. Seller reserves the right to modify terms prior to shipment, require payment in advance or cancel any order by reason of Buyer's credit worthiness.

Customers requesting open account terms must complete a credit application. Credit lines are determined upon evaluation of the information from any of the following sources: credit application, Electronic Trade Groups, and other public sources of information. Payment terms will be as specified in an "approval" letter that will be sent to your accounting department and on our invoices. Please allow ample time to process your application for commercial credit. [Credit applications](#) can be faxed to (888) 774-4564 or E-mailed to sales@price-electronics.com. Past due accounts are subject to late payment charges of 1½ % per month on all overdue invoices.

Shipping and Delivery

In the absence of prior instructions from the Buyer, Price Electronics, L.L.C. will select the carrier for shipment. Price Electronics, L.L.C. responsibility for any loss or damage ends and title passes to the Buyer when the merchandise is delivered to the carrier. All delivery dates are approximate. Because delivery dates depend upon our supplier's inventory, production, shipping schedules and other factors, actual delivery dates may differ substantially from those quoted.

All orders a F.O.B. point of shipment.

Price Electronics, L.L.C. uses UPS World Ship for all ground shipments unless otherwise requested. Price Electronics, L.L.C. does its best to comply with our customer's requests; however, the use of alternate carriers may require an additional fee to be charged.

Freight Damages & Shortages

If product received from Price Electronics, L.L.C. has been damaged in shipping, keep all packaging material and contact the carrier. The customer must make claims for loss or damage in transit. Claims for shortages or over shipments must be made within 5 days after receipt of shipment.

Cancellations

All non-stocked, special order and custom assemblies are Non-Cancelable and Non-Returnable. A Price Electronics, L.L.C. customer service representative must authorize any cancellation. Canceling a scheduled order may cause a price adjustment to reflect actual usage.

Orders accepted by Seller may be cancelled by Buyer only upon written consent of Seller. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which Seller may have as a result of such cancellation or other withdrawal, cancellation or restocking charges, which shall include all expenses then incurred on commitments made by Seller, shall be paid by Buyer to Seller.

Returning Product

Products will be considered accepted by the Buyer unless notice of rejection is given by the Buyer within five (5) days of receipt date. Credit will not be allowed for products returned without prior consent. No return of products will be accepted without a Return Materials Authorization (RMA) number issued by Price Electronics, L.L.C. A complete description stating the reason for the return must be included with the returned products. The returned items must be in the original packing, in original condition and shipped by prepaid freight to Seller's warehouse. Non-Cancelable, Non-Returnable (NC/NR) products are non-returnable.

Call 1-888-774-4555 and ask for a customer service agent to give you a Return Merchandise Authorization (RMA) number. Returns are subject to inspection prior to credit being processed. Credits taken and/or used prior to issuance by Price Electronics, L.L.C. will incur a \$50.00 non-compliance charge and will be billed as such.

Cost Recovery

In the event of Buyer's default in payment for the Products, Buyer shall be responsible for the actual costs and expenses incurred by Seller in collection of any sums owing by Buyer and Seller shall not be obligated to make any further deliveries to Buyer. Such costs and expenses shall include, but not be limited to, all costs and expenses incurred by Seller in connection with procuring and filling Seller's order.

Limited Warranty

PRICE ELECTRONICS, L.L.C. MAKES NO EXPRESS WARRANTIES CONCERNING PRODUCTS SOLD AND PRICE ELECTRONICS, LLC HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO AND PRICE ELECTRONICS, L.L.C. SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD EXPENSES, PERSONAL INJURY, INJURY TO REPUTATION OR LOSS OF CUSTOMERS.

Most items sold by Price Electronics, L.L.C. are covered by the manufacturers' warranties. Price Electronics, L.L.C. expressly limits its liabilities to the applicable manufacturer's warranty. Warranty is limited to repair, replacement, or refund of the purchase price paid for the product at the sole discretion of the Price Electronics, L.L.C. Products which Price Electronics, L.L.C. assembles or otherwise alters from the original state in which they were manufactured will carry a warranty to be free from defects in workmanship for a period of one year from the date of shipment. Price Electronics, L.L.C. will not be responsible for any consequential or indirect damages.

Remedies

Except for NC/NR products, in the event Price Electronics, L.L.C. materially fails to perform, Buyer shall serve specific written notice to Price Electronics, L.L.C. of nonperformance. Price Electronics, L.L.C. fails to perform within 60 days of receiving written notice; Buyer may cancel the order related to the on performance. In the event Buyer fails to perform its obligations, Price Electronics, L.L.C. may, at its option, pursue whatever remedies are available, including, but not limited to, cancellation of the order/contract and/or recovery of its damages from Buyer, including its expenses, cancellation fee, foreign exchange loss, the merchandise price-market value differential at point of delivery, reasonable attorney's fees and any other special or consequential damage.