



## Terms and Conditions – Effective 10/15/08

### Open Accounts

Anaheim Automation extends credit to Government agencies, industrial and distributor accounts with a good published credit rating. Companies may apply for an open account by supplying credit information on their company's letterhead to Anaheim Automation's Accounting Department. Credit information supplied by the buyer, or by others on the customer's behalf, shall become part of the Credit Application and any false or misleading information shall constitute fraud. Orders are shipped prepaid, COD, cash, wire-transfer, VISA, Mastercard, American Express or Discover, until an open account is established.

### Payment Terms for Open Accounts

Terms are Net 30 days. FOB is Anaheim, California, On Approval

### Account Management and Remedies

In the event it becomes necessary for Anaheim Automation to file suit to enforce payment of past due invoices, such a suit will be brought in Orange County, California. Anaheim Automation shall be entitled to collection of fees, court costs, and interest at 10% per annum or such legal maximum rate as is allowed, on all invoice amounts past due. All purchase agreements are governed by the laws of the State of California.

### Shipping

Anaheim Automation ships UPS Ground as its standard carrier. If the customer prefers another carrier or to use their own account number, or a premium routing method, this information must be clearly stated on the Purchase Order and confirmed, in writing, by Anaheim Automation. The customer must authorize any additional expenses that will incur. If quoted "factory stock," and Anaheim Automation has received a Purchase Order by noon PST, the order will ship the following day. For customers with an urgent request, there exists a possibility to ship later the same day. However, an "expedite fee" is charged, along with any other expenses incurred to fulfill this request. **All promises of delivery are approximated as closely as possible by Anaheim Automation, but are subject to delivery estimates made by our suppliers, weather conditions, fires, strikes, disputes, accidents, delays in transportation, material, fuel, or labor shortages, or any other cause beyond reasonable control of Anaheim Automation. In no event will Anaheim Automation, Inc. assume any responsibility for any delays in shipments or deliveries.**

### Expediting Orders

If orders must be expedited, interfering with the normal flow of manufacturing, a minimum of a 15% "expediting fee" will incur. The minimum "expediting" charge is \$50.00 per order, or by the weight of the item wherein air freight for sub-assemblies is required.

### Blanket Orders

All Blanket Orders must be confirmed with a written Purchase Order, and must include scheduled release dates, within a 12 month period. Any changes to the schedule, must be agreed upon by Anaheim Automation, Inc., and a written "Change Order" must be in processed to confirm such changes. Please note that only two reschedules are allowed per year.

**NOTE: Blanket Orders are Non-Cancelable and Non-Returnable.**

### Shortages or Damages

All claims for shortages or shipment errors must be made within 15 days after the receipt of the shipment. Anaheim Automation's liability is limited to the value of material value on the invoice. Claims for other loss or damages are filed against the carrier, such as UPS, FedEx, Airborne, etc..

### Discontinued Items

Items are subject to change or discontinuance without notice. Ask a Customer Service Representative for advice on possible substitution for your application.

### Returns (RMA) and Repairs

Anything being returned to Anaheim Automation must have a RMA (Return Materials Authorization) number assigned by the factory, and it must be referenced on all the paperwork accompanying the return/repair. Items that do not reference the RMA number will not be processed. Do NOT return product using a Debit Memo. Product must be shipped with freight prepaid. **No product will be accepted for Credit after 30 days from the date of shipment. Special, custom or modified products are Non-Returnable, and no credit shall be offered.**

Product in need of repair must have previous authorization to return it to the factory. It is critical to do so, as the advice the factory can offer is invaluable, and can often save the customer money. The factory will determine upon inspection whether the product is covered under warranty. The factory charges a "flat-rate repair charge" based on model number, regardless of the problem found. This is charged for all repairs, including those where no problem is found, as inspection, test and burn-in is time-consuming.

### Cancellations and Restocking Charges

Cancellation of any order must be approved by Anaheim Automation and will be on terms that protect us from any loss. The restocking charge is 15% on all product returned. The minimum restocking charge is \$25.00. Returns must be made within 30 days of receipt of product. Shipping expenses are paid by the customer. All products are subject to factory inspection and must be in resellable condition to receive credit. **Special, custom and modified products are Non-Returnable and Non-Cancelable.**

### Limited Warranty

All Anaheim Automation products are warranted against defects in workmanship and materials, when used under normal operating conditions and when used in accordance with the factory's specifications. This warranty is in effect for a period of twelve months from the date of purchase, or eighteen months from the date of manufacture, whichever comes first. Anaheim Automation will repair or replace at its' option, any of its products found to be defective and are within the warranty period. Anaheim Automation is not responsible for removal, installation, or incidental expenses incurred in shipping to and from the factory. Anaheim Automation is not liable, under any circumstances, for any consequential, incidental or indirect damages or expenses associated with the warranted product. Product that is damaged due to misuse, abuse, negligence, exposure, accident, improper installation or hook-up, or has been modified or dismantled, is NOT covered under this warranty.

### Engineering or Technical Assistance

Technical assistance is available at no charge to help the customer in choosing Anaheim Automation products for a specific application. However, any selection, quotation, or application suggestion offered from Anaheim Automation, its' representatives or distributors, are only to assist the customer, and in all cases, determination of fitness for purpose or use are solely the customers' responsibility. While every effort is made to offer solid advice and to produce technical data and illustrations accurately, such advice and documents are for reference only, and subject to change without notice. Programming of product is the customer's responsibility.

**All Sales are made pursuant to the Terms and Conditions herein, are in lieu of any other expressed or implied terms, including but not limited to any implied warranties.**

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