



TERMS AND CONDITIONS OF SALE

Except as otherwise agreed in writing, the following terms and conditions apply to all orders received and all services sold or provided by IP Systems, LLC.

Prices: All prices are subject to change without prior notice. Prices stated are Ex Works. We reserve the right to correct and make changes to product descriptions, features and pricing due to errors.

Payment: Payment terms are **Net 30** days and are subject to credit approval. A finance charge of 1.5% per month (18% per year) will be imposed on past due invoices. Attorney and other related fees will be added if collection becomes necessary.

Minimum Order Value: Minimum order value is \$ 150.00. An additional \$ 15.00 handling fee is assessed on orders of lesser amounts.

Shipping: Shipping and handling fees may apply.

- "Same day" expedited shipments are fulfilled only in emergencies and are subject to an additional \$ 25.00 handling fee.
- Export shipments are subject to an export packaging charge of \$ 60 for each pallet.

Freight Damage and Carton Shortage: It is the responsibility of the consignee to check all shipments for freight damage and missing boxes before signing the shipping documents. Any and all freight damage and missing boxes must be noted on the carrier's shipping document and must be brought immediately to the carrier's and IP Systems attention for resolution or claim adjustment.

Product Inspection: Quantity shortages and product defects noted during the receiving process must be reported to IP Systems immediately. We do not honor claims made after 14 days from the shipping date of an order.

Labor Charges: \$ 125.00 / hour

Repair Estimates: The evaluation charge for submitting a detailed repair cost estimate is \$ 125.00. The charge will be applied, if customer decides to have equipment repaired.

Cancellation of Orders: Orders accepted by IP Systems cannot be countermanded or shipments deferred or products returned except with IP Systems consent and upon terms that will indemnify IP Systems against all loss, including the profit on any part of the order that is canceled.

Return of Goods: Requests for returns must be approved in advance by obtaining an RMA#. A 25% restocking fee or a minimum of \$ 25.00 is charged for non-defective merchandise. Non-defective items must be in original packaging and in resalable condition. When returning the goods, the Return Material Authorization must be attached to the goods and the RMA-Number must be clearly visible on the outside of the packaging. All returns must be shipped "freight prepaid". Original outbound freight and other occurred fees will be deducted from any credit issued. Returned goods received in used or altered conditions are subject to additional charges. Returns are only considered within 30 days after date of invoice.

Warranty Period: 1 year from date of invoice (purchase by the original owner) except on replacement filters and consumables. The warranty is void, if the product is damaged due to misuse, such as using the equipment for a purpose it was not designed for, or if it has been modified. IP Systems will repair or replace items free of charge at its sole discretion. An RMA# must be obtained before returning goods. Customer ships to factory "freight prepaid". IP Systems pays for return freight.

Out of Warranty Repairs: Replaced or repaired items are warranted for 90 days.

This agreement shall be governed by the laws of the State of Georgia. The Magistrate, State or Superior Court of the State of Georgia having jurisdiction in Gwinnett County, Georgia shall have the jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder or from the provision of any materials or services by IP Systems.