



## TERMS AND CONDITIONS OF SALES

### ALL QUOTATIONS AND SALES ARE SUBJECT TO THESE TERMS AND CONDITIONS

1. **ORDERS:** All orders and sales contracts are subject to written acceptance by the seller at its home office and are not binding upon Seller until accepted.
2. **PAYMENT TERMS:** Except as otherwise set forth on the quotation, order acknowledgement, or invoice: terms of payment are Net 30 days from date of invoice with approved credit. Payments in the form of Wire Transfer are subject to a minimum fee of \$37.50 when invoice total is \$1000USD or less. Quotation will be provided and must be added to your wire transfer total when applicable. It is the customer's responsibility to cover all costs/fees at your banking institution. If costs/fees are not paid at your banking institution, they are deducted from the total wire transfer, making your payment short and causing a delay to your shipment. E/M Wave reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of Customer's creditworthiness or should Buyer fail to fulfill an obligation when due. Time and terms of payment are of the essence and if any default therein be made by the Buyer, or if the financial responsibility of the Buyer shall at any time become impaired or unsatisfactory to the Seller, Seller shall have the right to terminate this contract without any further liability to the Buyer or to defer or to discontinue further shipments until past due payments are made or satisfactory assurances of the buyer's financial responsibility are received by the Seller and such right shall continue irrespective of any prior failure on the part of the Seller to exercise such right. In such cases, the Seller will not be liable for nonperformance of this contract in whole or in part. If payment is not made by the Buyer when due, interest at 1 ½ % monthly will be charged on the unpaid amount from the due date thereof until paid.
3. **PRICE AND DELIVERY:** Prices are F.O.B. E/M Wave's facility; The Seller is not liable for damage to or loss of goods after title of goods passes to common carrier. Prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of the Buyer. Seller will attempt in good faith to meet delivery dates agreed upon, but in no event shall Seller be subject to liquidated, special, consequential or other damages for any delays or failures to comply with such delivery dates, however caused.
4. **CREDIT:** Net 30 Day terms sales will be extended (or modified) only to Buyers whose credit has been approved by the Seller.
5. **RETURNS AND CANCELLATIONS:** Order may not be cancelled or deliveries deferred from their original schedule without E/M Wave's prior written authorization and, in such event, Buyer will be liable to E/M Wave for any additional costs and expenses incurred by E/M Wave. A 20% restocking fee applies to all returned items unless other terms per signed agreement precede the standard restocking fee.
6. **CLAIMS:** Products are deemed accepted by customer unless customer notifies E/M Wave in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Materials Authorization (RMA) form issued by E/M Wave.
7. **WARRANTY AND LIABILITY:** Seller warrants for a period of two years from date of invoice that (a) all of its products will be free from defects in material and workmanship; (b) products furnished will conform to buyer's express written specifications to the extent accepted and agreed to by the Seller. Liability under these warranties is limited solely to the repair or, at Seller's option, replacement of or credit for any products found to be nonconforming or defective under normal use and service provided, however, that Buyer shall have given written notice to Seller describing in detail all alleged defects or nonconformity and such notice shall have been received by Seller within the applicable warranty period. These warranties shall not apply to products, which have been repaired or altered by persons other than Seller, or to defects that have been caused by misuse or abuse after delivery. Neither E/M Wave nor its suppliers will have any liability or obligation to Buyer for any claim, loss, damage, or expense caused in whole or in part, directly or indirectly, by the inadequacy of any products for any purpose, by any deficiency or defect in any product (whether or not covered by any warranty), by the use or performance of any products or by any failure or delay in E/M Wave's performance hereunder, or for any special, direct, indirect, incidental, consequential, exemplary or punitive damages, however caused, including, without limitation, personal injury or loss of business or profit, whether or not Buyer will have informed E/M Wave of the possibility or likelihood of any such damages.
8. **ENTIRE AGREEMENT:** These Terms and Conditions constitute the entire agreement between the Buyer and the Seller. Any terms or conditions in any purchase order or form of acknowledgement of the Buyer which are in addition to or in conflict with these terms and conditions are expressly objected to and rejected by the Seller and shall not be binding upon the Seller unless expressly accepted by the Seller in a separate writing. Upon acceptance of a shipment from the Seller, the Buyer is deemed to have accepted the Seller's Terms and Conditions. The laws of the State of Ohio shall govern the rights and obligations of the Buyer and Seller and the Buyer and Seller agree that any legal action or arbitration shall be brought within the State of Ohio.