

TERMS AND CONDITIONS OF SALE

(Opticom Technologies Inc, herein referred to as "OTI")

Terms

Pre-Paid or upon credit approval, Net 30 days from date of shipment. Outstanding invoice balances after the 31st day may result in services being interrupted and/or accumulative late payment interest charges being levied at 2% per month, 24% per annum.

Shipping

F.O.B. point of shipment by carrier of our choice with freight charges added onto invoice, unless otherwise specified. Customer is responsible for any import duties and taxes, if applicable. The seller retains the exclusive right to determine the final shipping manner if the seller deems the customer's instructions unsuitable. Shipments are inspected and made to the common carrier in good condition. Upon OTI transfer to carrier, all damages, loss and responsibility of said merchandise will rest with the purchaser. Retain all original-shipping containers for inspection. Customer must note all damage and shortages on the freight bill upon receipt and file all claims for damages and shortages in writing directly with the carrier within 7 days of delivery. DELAY: Customer's acceptance of goods shall constitute a waiver by customer from claim of delay or late delivery by OTI.

Warranty

OTI herby warrants, subject to the conditions here in below, that should this product become defective by reason of improper workmanship or material defect during the specified warranty period, OTI will repair the same, affecting all necessary parts without charge for either parts or labor, or replace the unit at OTI option.

Labor: One (1) year from the date of original purchase from OTI (unless other arrangements have been made with OTI in writing)

Parts: One (1) year from the date of original purchase from OTI (unless other arrangements have been made with OTI in writing)

Void Warranty

Purchaser warranty will be void and purchaser waves any rights to make warranty claim if product has been opened, altered or modified, repaired or serviced by anyone, other then the service facilities authorized by OTI to render such services. Further, the seal/serial number on the unit must not have been altered or removed. The unit must not have been subject to accident, misuse, and abuse or operated contrary to the instructions provided. The opinion of OTI with respect to this matter shall be final. This warranty does not include and is not extended to broken and damaged accessories, batteries and exposed antennas and to parts wearing out due to normal wear and tear.

Returns

30 Day Product Return Policy: If you are not satisfied with a product, you may return it to OTI within 30 days from original date of shipment within the following conditions:

- Original Shipping charges are not refundable unless deemed that OTI shipped incorrect item(s), incorrect quantity(ies) or original manufacturers defective product (subject to OTI validation).
- Returned products will not be accepted unless accompanied with a valid Return Merchandise Authorization (RMA) number.
- RMA numbers issued by OTI are valid for 30 days. Shipments received after the 30 days will be refused.
- Returns must be properly labeled with an RMA number on the outside of the shipping box. Nothing should be written on the product or the product box, if so it will be refused.
- Customer is responsible for all freight charges, duties and taxes if applicable. Product must be properly packaged and shipped, prepaid to OTI in its original packaging, or similar packaging that offers an equal degree of protection. OTI will charge the full replacement cost for any missing components or parts. OTI is not responsible for lost or damaged merchandise. We strongly recommend insuring products for return shipping.
- Return claims are void if manufacturer's seal is broken and/or products are altered or modified, subjected to an accident, improper handling, improper installation, misuse and abuse or operated contrary to the operating instructions. Products returned that are not in "re-saleable" condition will be returned to customer at their expense.
- Discontinued items, special or custom-made equipment items (items not carried as stock even though they may appear on price lists) may not be returned. Returned products will be evaluated at the original purchase price and not at any subsequent price increase or decrease. Subject to the conditions stated above, the following re-stocking fees will apply to products returned for credit/refund. (less original shipping charges)

0% Re-Stocking Fee: If product is returned within 30 days from original OTI ship date.

25% Re-Stocking Fee: If product is returned within 60 days from original OTI ship date.

50% Re-Stocking Fee: If product is returned within 90 days from original OTI ship date.

After 90 days goods can not be returned unless special arrangements are made with OTI in writing.

*Subject to the conditions stated above, OTI reserves the right to determine the validity of the product returned and/or refuse to accept product for credit.

Disclaimer

In no event will OTI or any of its affiliates be liable for any indirect, special, punitive, consequential liability, or incidental damages upon any basis of liability whatsoever even if advised of the possibility of such damages. In addition, OTI does not take any responsibility or assume any liability for the wiring, installation, or placement of the equipment customer purchases, or for the activities of any other individual or entity such as customer's company, those who prepare the specifications or any local authorities who inspect or approve customer's installation. Products may vary from pictures shown in advertisements, website, and/or catalog