



TERMS AND CONDITIONS OF SALE

Revised September 1, 2020

Opticom Tech, LLC 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 or billed to a customer provided shipping account, 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 seven (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** Opticom will repair or replace, without charge, any merchandise proved defective in material or workmanship for a period of one (1) year after the date of shipment. All replacement parts and repairs made under warranty will be further warranted for 90 days from the date of shipment.
- Parts & Labor: One (1) year from the date of original purchase from OTI (unless other arrangements have been made with OTI in writing)
- Warranty Exceptions**
- 18 Month Warranty Period: PTZ Cameras (IP/Network/Analog) (Commercial & Industrial)
 - 24 Month Warranty Period: CC03 Series Cameras & CC-04 Series Cameras, Digital Video Recorders, Network Video Recorders, Commercial Cameras (IP/HDTV/Analog)
 - 36 Month Warranty Period: CC02 & CC02-TVI Series Cameras
- 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 than 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 subjected to accident, misuse, 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, 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.**

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Stock Return Policy: DISTRIBUTOR shall be allowed once a year to return to OTI any slow-moving products in its inventory for credit. If DISTRIBUTOR intends to take this action, DISTRIBUTOR must first contact OTI to make this request and OTI shall authorize this request and issue an RMA ('Return Merchandise Authorization') number for this return. In this event, DISTRIBUTOR must place an offsetting order equal to or greater than in value to the return; the offsetting order must be placed at the same time as the request is made to return the slow-moving products. OTI shall ship the offsetting order upon return of the slow-moving products. If the offsetting order is greater in value than the return, then the excess shall be treated as a standard order with standard terms as outlined in "returns". The credit for all returned products will be calculated at the original purchase price and will only be credited if material is in its original carton, unused, in saleable condition and conforms to current catalog packaging descriptions. All items are to be sent to OTI freight pre-paid. No credit will be issued for open or partially used packages. No material may be sent to factory until a written Return Material Authorization has been requested and received by the distributor. Any material in stock more than twelve months from date will not be accepted. OTI will not accept returns on any items that have been discontinued from their product line. Credit will be given only to those quantities/catalog numbers listed on written Return Material Authorization.

*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.

Authorized Representative

Date

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