

Innovative Manufacturing Solutions (IMS) Terms & Conditions

Supplier **Innovative Manufacturing Solutions (IMS)** hereby gives notice of its objection to any different or additional "Terms & Conditions". This offer to sell is expressly conditioned on Buyer's assent to the "Terms & Conditions" set forth, and on approval of Buyer's credit worthiness. If not previously given, Buyer's receipt of goods is conclusive to this assent. Unless different or additional "Terms & Conditions" are stated or referred to in the Supplier's proposal, in which event such different and/or additional "Terms & Conditions" shall be exclusive as to the particular subject covered; the "Terms & Conditions" stated below apply, and such "Terms & Conditions" supersede any prior or contemporaneous agreements or correspondence between the parties.

RETURN MERCHANDISE AUTHORIZATION (RMA)

- Materials returned without an **RMA** will be refused by our receiving department. **RMA's** can only be issued by the **(IMS)** Sales/Marketing department. Before you box the equipment to be returned, contact **Innovative Manufacturing Solutions (IMS)**, and be ready to provide the following information:
 - The Part Number of the item you are returning,
 - A complete description of the problem for each item,
 - Provide "Manufacturing Date" of each item ("Warranty" section).
- An **RMA** number will be issued once the above information has been supplied.
- The **RMA** number is to be placed on the upper left hand corner of the carton, for easy identification.
- Once repaired and/or replaced, product will be returned to you on an **RMA** Invoice (see "Warranty" section).

ADVANCE REPLACEMENTS

- **Innovative Manufacturing Solutions (IMS)** does not provide "Advance Replacements." Buyer is expected to return product in its "Original Manufactured Packaging" to **Innovative Manufacturing Solutions (IMS)** based on the designated "Warranty" & **RMA** requirements.

WARRANTED & NON-WARRANTED - REPAIRS/REPLACEMENTS

- All products carry a "Warranty" of one (1) year from the date of manufacture.
- To determine the "Manufacturing Date" of a product, there is a white sticker on the inside of every item.
- Repair charges, if any, will be assessed in the following cases:
 - Equipment out of "Warranty,"
 - Equipment within the "Warranty" period, but has been misused, abused or tampered,
 - Equipment failure caused by natural phenomenon (flood, lightning, exposure, etc.).
- Freight charges for shipping repaired and/or replaced product within "Warranty" back to Buyer, via UPS Ground or equivalent, will be paid by **Innovative Manufacturing Solutions (IMS)**. Freight upgrades are available, and will be at the sole expense of Buyer.
- All product being returned to Supplier **(IMS)** for repair and/or replacement, will be at Buyer's cost.
- Repaired product carries a thirty (30) day "Limited Warranty" from the date of repair and/or carries the balance of the original "Warranty," whichever is longer.
- Replaced product carries a full one (1) year "Warranty" from the date of replacement.

PRODUCT RETURN FOR CREDIT

- Product returns for credit are not available on "Custom" items. All "Custom" products are made per order. Product can only be returned for repair and/or replacement (see "Warranty" section).
- "Stocked" items, in their "Original Manufactured Packaging" (not "Custom" made per Buyer's specifications), may be returned for "**Credit**" only. Buyer will be issued a "Credit Memo" along with a 20% restocking charge (see **RMA** section).
- In addition, **Innovative Manufacturing Solutions (IMS)** will issue credit based on special circumstances, (e.g., Supplier **(IMS)** was overpaid on an invoice when a discount was calculated incorrectly, and/or an accounting error occurred on an invoice payment).

PURCHASE ORDERS & CUSTOM ORDERS

- We require a company "Purchase Order" to expedite Buyer's product request. Verbal requests and/or any other means of communication outside of company "Purchase Order" are unacceptable. **THERE ARE NO EXCEPTIONS.**
- Custom Orders have a standard 10% over-run allowance, unless otherwise stated between Buyer and Supplier **(IMS)**. In which case, any changes shall be stated on Buyer's Purchase Order.

PAYMENT TERMS

- Standard "Payment Terms" are either C.O.D. or Net 30 Days upon credit approval (or by

amended terms previously agreed upon in writing between Buyer and Supplier **(IMS)**).

- Payment shall be made by Buyer Net 30 Days (or by amended terms previously agreed upon in writing between Buyer and Supplier **(IMS)**) from date of invoice.
- A fifty percent (50%) deposit is required for all initial "Custom" orders. Balance is due and payable within Net 30 Days from date of invoice (or by amended terms previously agreed upon in writing between Buyer and Supplier **(IMS)**).
- Unpaid balances after thirty (30) days will be subject to a 1.5% per month (18% per annum) **FINANCE CHARGE**. All accounts forty-five (45) days will be subject to **CREDIT HOLD**. All accounts sixty (60) days will be subject to permanent C.O.D.
- Customer agrees that any **CREDIT BALANCE** remaining will be applied within one (1) year of its issuance. **IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND (IMS) SHALL HAVE NO FURTHER LIABILITY.**

SALES TAX

- Applicable state and local tax will be charged on all orders, unless Buyer provides Supplier **(IMS)** with an exemption certificate. **Please note your tax exempt status when ordering.**

DAMAGES & SHORTAGES

- All claims for "Damages" must be filed within ten (10) days of receipt of merchandise. Buyer must contact Supplier **(IMS)** immediately. In addition, supporting documentation (e.g., photo of "Damaged" product, inspection report, etc.) must be supplied when returning product (see "**RMA**" section).
- "Damaged" merchandise must be returned in its "Original Manufactured Packaging."
- All discrepancies between "Packing Slip" and merchandise must be reported to **(IMS)** within ten (10) days from receipt of order.

DELIVERY & FREIGHT

- Delivery is F.O.B. ORIGIN (Factory).
- Freight insurance will be provided only at the Buyer's request, expense and valuation.

CHANGES, RESCHEDULING & CANCELLATIONS

- Buyer may request to modify the designs or specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this agreement; however, no such requested modification or cancellation shall become part of the contract between Buyer and Supplier **(IMS)** unless accepted by Supplier **(IMS)** in a written amendment to the "Terms & Conditions." Acceptance of any such requested modification or cancellation shall be at Supplier's **(IMS)** discretion, and shall be upon such "Terms & Conditions" as Supplier **(IMS)** may require.

ADDITIONAL TERMS

- **Force Majeure** - **Innovative Manufacturing Solutions (IMS)** shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, and/or any other circumstances or cause beyond the control of **(IMS)** in the conduct of its business.
- **Product Suitability** - In many states and localities are codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While **(IMS)** attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application, and National and Local codes and regulations, to be sure that the product, installation and use will comply with them.

For all questions, please contact our Sales department at:

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