



FIPLEX COMMUNICATIONS, INC. TERMS AND CONDITIONS OF SALES

Prices: All prices shown on this Price List are EXW Miami, Florida (Fiplex Communications, Inc., Miami, FL), and are subject of change without prior notice. Price includes Standard Domestic Packing. For extra packing, an additional charge will be accessed.

Orders: All orders must be provided with operation frequencies and power levels according to Fiplex Checklist.

Order Acceptance: Orders are valid only when accepted at Fiplex Communications, Inc.

Terms of Sales: Terms of Sales are Prepaid, unless other terms have been established prior to shipment. Past due accounts are subject to a late charge of up to 2.0% monthly with a minimum of \$100, beginning 5 days after the date of issuance of our valid invoice.

Quotations: Only written quotations are valid.

Specifications: Fiplex Communications, Inc. reserves the right to change the specifications of any of its products without prior notice.

Returned Material: When applicable, written authorization must be obtained before returning material. Credits will not exceed 80% of the original prices, for any material returned in new condition, freight prepaid. Return authorization must be requested within 30 days from the date of the invoice. Credit is subject to Fiplex quality approval for resale. No refunds available. Credit will be applied to customer's account as payment for future orders. Customized products or special products are non returnable.

Order Cancellation: Once a purchase order has been accepted by Fiplex Communications, Inc., its complete or partial cancellation will be penalized with up to 20% of its value. Customized products or special products cancelled after the purchase order acceptance are non-refundable and will be charged at 100% of their price.

Standard Warranty Policy: Fiplex Communications, Inc., herein called Fiplex, warrants that all equipment of its manufacture shall be free from defect in design, materials and workmanship for a period of 1 year from date of shipment. If any such product, entirely or in part, fails to produce the performance as set forth in the brochures, quotations or literature provided by Fiplex, such product will be replaced or repaired at Fiplex's expense provided that the failure was not the result of alteration, misuse, tampering, misapplication, shipping damage or vandalism. It is understood that this statement constitutes Fiplex's entire and only warranty, there being no other warranties expressed or implied in law or in fact, including implied warranties or fitness. In no event shall Fiplex be liable for damages, to the user or third parties, either direct or consequential, that may be occasioned by any defect in materials, workmanship or product support. CUSTOMER SHALL NOT DELAY, WITHHOLD, SUSPEND OR SET-OFF PAYMENT DUE AND OWING TO SUPPLIER AS A RESULT OF A BREACH OF WARRANTY CLAIM UNDER THE WARRANTY PROVIDED BY SUPPLIER.

Extended Warranty: Fiplex Communications, Inc. can extend the warranty of the equipment at a rate of 5% of the product price per each additional year.





Governing Law and Forum: Any commercial relationship shall be governed, interpreted and construed according to the substantive laws of the State of Florida without regard to conflicts of laws principles thereof and shall not be governed by the Convention on the International Sale of Goods. Customer and Fiplex agree that any legal or equitable action for claims, debts or obligations arising out of, or to enforce the terms of any commercial relationship shall be brought exclusively in the United States District Court for the Southern District of Florida or the ordinary courts of Miami, Dade County, FL, and that in any action brought in accordance with this section, such court shall have personal jurisdiction over the parties to this Agreement, that venue for such action shall be appropriate in such court. Each party waives its right to objections based on a parties authority to maintain an action in that jurisdiction or court's authority over the person. In connection with the collection of unpaid invoices or with any litigation, including but not limited to, appellate, bankruptcy or civil proceedings, arising out of any commercial relationship, the prevailing shall be entitled to recover reasonable attorney's fees and costs.=====

*RV-0007.04 – Fiplex Warranty Terms and Conditions
Done by: ARD – 01-16-2017
Revised by: CC – 01-16-2017
Approved by: CC – 01-16-2017*

