



Fairview Microwave Inc.®

TERMS AND CONDITIONS OF SALE (BINDING)

Terms and conditions ("Terms and Conditions") for the sale of products ("Products") by Fairview Microwave, Inc. ("Fairview") to Fairview's customers ("Customers") are as follows. Any different or additional terms set forth in customer's purchase order or similar communication are objected to and shall not be binding on the company unless a separate agreement has been signed by an authorized officer of the company. By placing an order for products from the company, or by accepting delivery of the products described on the applicable packing slip, bill of lading and/or invoice received with the products, you agree to be bound by and accept these terms and conditions of sale.

1. ACCEPTANCE OF ORDERS; CANCELLATION

All orders are subject to acceptance by Fairview in writing by a duly authorized agent of Fairview; any written acknowledgement of receipt of an order does not constitute such acceptance. Orders accepted and processed by Fairview may not be cancelled by Customer except as covered by the Limited Warranty, all sales are final unless otherwise agreed to in writing by an agent of Fairview Microwave. In the event of cancellation or other withdrawal of an order for any reason and without limiting any other remedy which Fairview may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges, which shall include all expenses then incurred and commitments made by Fairview, shall be paid by Customer to Fairview. Orders may not be rescheduled after shipment.

2. TERMS OF PAYMENT

All payments must be in US Dollars, or will be converted to US Dollars using the available exchange rate at the time of purchase. Credit cards accepted are VISA, MasterCard, and American Express credit cards, purchase cards and major bank debit cards. Payment via net thirty (30) days is available to approved businesses. Wire transfers are welcome. Additional Fees may apply to International shipments.

3. PRICING

Orders are billed at the prices (in US dollars) in effect at the time of shipment. Prices shown on the website are subject to change without notice. Prices are subject to change in the event of a change in Fairview's cost or other circumstances beyond Fairview's reasonable control. Prices are exclusive of taxes, impositions and other charges, including: sales, excise, use, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, document fees and import duties.

4. DELIVERY AND TITLE

Shipping or freight charges and insurance will be paid by the customer. All sales are made FOB Shipping Point, Allen, TX USA. Shipping or freight charges from Fairview's facility are prepaid and added to the invoice or billed collect. Subject to Fairview's right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. Fairview will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery date(s). Customer acknowledges that delivery dates provided by Fairview are estimates only and that Fairview will not be liable for failure to delivery on such dates. Selection of the carrier and delivery route will be made by Fairview unless specifically designated by Customer. Fairview reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity which varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.

5. SALES TAX

Texas residents/businesses are charged sales tax unless a resale permit is supplied. Fairview does not remit sales tax to states other than Texas. Any sales tax due that is not collected by Fairview is the responsibility of the customer.

6: TOLERANCES

Tolerances are as specified on each part's drawings.

7. FAIRVIEW'S LIMITED WARRANTY

All products are covered by a LIMITED WARRANTY for a period of ninety (90) days from the date of shipment when purchased from Fairview Microwave, Inc. Customer must notify Fairview within 90 days from date of shipment of any defective product. An approved Return Materials Authorization (RMA) number must first be obtained from Fairview prior to the return of any merchandise to Fairview for inspection under warranty. Shipping charges for all materials returned under this Limited Warranty are to be prepaid by the Customer. This warranty is limited to the original purchaser. Fairview's liability arising out of any sale of products to Customer is expressly limited to either (1) Credit for the purchase price paid by Customer for such products (without interest), or (2) Repair and/or replacement of such products, found to be defective after inspection by Fairview, and such remedies shall be exclusive and in lieu of all others. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory. Further, no warranty will apply if the Product has been subject to misuse, neglect, accident or modification, or has been soldered or altered in any way. All returns must be shipped to Fairview Microwave, Inc. , 1130 Junction Dr. #100, Allen, TX 75013 USA

8. LIMITATION OF LIABILITIES

In no event shall Fairview be liable for any special, incidental or consequential damages of any nature including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions of failure to supply downtime, testing, installations or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer's recovery from Fairview for any claim shall not exceed the purchase price paid y Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD FAIRVIEW HARMLESS FROM ANY CLAIMS brought by any party regarding products supplied by Fairview and incorporated into the customer's products.

9. STATEMENTS AND ADVICE

If statements or advice, technical or otherwise, are offered or given to a Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge and Fairview shall have no responsibility or liability for the content or use of such statements or advice.

10. EXPORT CONTROL

Products purchased or received under these Terms and Conditions are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country, including but not limited to The Balkans, Burma, Cote d'Ivoire, Cuba, the Democratic Republic of the Congo, Iran, Iraq, North Korea, Sudan, Syria, and Zimbabwe, or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons Lists (as identified by the U.S. Treasury Office of Foreign Asset Control (OFAC) and by the U.S. Department of Commerce, Bureau of Industry and Security (BIS)), or any other United States or other government list of prohibited persons; and otherwise prohibited by United Sates or other law from purchasing the products or services hereunder. Customer shall be solely responsible to obtain any license to export, re-export or import as may be required.

11. GENERAL

The Terms and Conditions may not be modified or cancelled without Fairview's written agreement. Accordingly goods furnished and services rendered by Fairview are sold only on the terms and conditions stated herein. The Terms and Conditions will be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. If Customer chooses to access the Fairview Web Site from outside the United States, Customer does so on their own initiative and is responsible for compliance with all applicable local laws

12. INTELLECTUAL PROPERTY

The drawings, text, product descriptions, logos, text, content, and product descriptions of The Fairview drawings and website and of the described content within this website are proprietary to Fairview and protected by intellectual property laws, including but not limited to United States Copyright law and United States Trademark law. Fairview owns copyrights in these referenced works within this website. Use of this website does not give anyone any right to modify, reproduce, transmit, publish, publicly display, adapt, or create derivative works or in any way exploit any of the materials and content of this website.