

Industrial Fiber Optics, Inc (IFO)

Terms & Conditions

How to Order:

On-line: www.i-fiberoptics.com
Use the on-line shopping cart.
(See section below titled "Purchase Orders" for more information.)

By E-mail: Send the purchase order to
orders@i-fiberoptics.com

Order Online:

Please allow at least 1 business day to process sales order into IFO system. Most products are build-to-order, subject to quantity and material availability (contact IFO for availability and/or lead-time). If expediting is requested, a 25 percent expedite fee and upgrade to Next Day shipping may apply. When an order is completed and released to ship, a UPS tracking number will automatically be generated and sent from email address UPS Quantum: pkginfo@ups.com to the email address provided on the sales order. If tax exempt (*See Sales Tax*) or prefer payment by ACH (U.S only), contact IFO's sales department prior to placing order.
orders@i-fiberoptics.com.

Credit Card Payments:

Payment by credit card (Visa – MasterCard – and American Express) can be made via IFO Shopping Cart's certified SSL secure payment server. IFO is not set-up in house for payments and does not accept credit card information over the phone or in emails. Credit card payments and/or returns are subject to a 3 percent convenience fee.

International Orders:

Minimum order amount from outside the United States is \$500 USD (U.S. Dollars), unless order is pre-paid by credit card. Acceptable payment methods are bank (wire) transfer (\$35 fee to be applied) and credit card (see credit card payment section). All payments are to be made in USD. All wire transfer fees and other import

charges that may be assessed by banks or in connection with customs, duties and taxes are the customer's responsibility. Warranties are subject to our discretion outside of the United States.

Minimum Orders:

There is a \$25 order minimum not including taxes or shipping. Non-shopping cart orders totaling less than \$100, before shipping charges, are subject to a \$15 Minimum Order Fee unless total purchases for the current or preceding calendar year total \$5,000 or more.

Payment Terms:

All orders must be pre-paid by credit card. IFO may extend NET 30 Payment Terms after Terms requirements have been met. IFO does not offer any terms exceeding NET 30. IFO reserves the right to hold shipment due to non-payment. **No orders will be shipped on any account which has an unpaid balance of 50 or more days past invoice date. Once the payment has been received in our office, account will be taken off hold and shipments will resume.**

Remit to address is:

Industrial Fiber Optics, Inc.
1725 W. 1st Street
Tempe, AZ 85281-7622 USA

Purchase Orders:

All Purchase Orders must be submitted in writing via email or hard copy. Purchase orders may be in any format and must contain, as a minimum, the following information:

Date/ Purchase Order Number / Billing & Shipping Address / Shipping Instructions/ FOB Origination / Payment Terms (as quoted) / Quantity, IFO Part number, Description and Price of each item / Contact Person / Contact Phone / Fax Number and email address / Requested Delivery Date.

No terms or conditions on customer's purchase order (unless expressly referred to on the face of IFO quotation and / or acknowledgment) shall be binding IFO unless agreed to in writing. *See section "How to Order" for more information*

Quote Prices:

IFO's quoted prices are valid for 30 days, unless otherwise stated on the face of the Quotation form.

Blanket/Scheduled Orders:

Blanket or scheduled orders can be accepted. **A signed Non-Cancellable and Non-Returnable form (NCNR) and \$50 minimum is required for each release date.** Requested shipments totaling less than the stated minimum cannot be honored.

Custom Orders:

"Custom" or "build-to-order" orders must be pre-paid. They are subject to a +/- 5 percent quantity variance, and are non-cancelable and non-returnable except in the case of a defective product. *See return policy*

Sales Taxes:

Applicable Arizona state and local sales are charged on all orders that do not meet one of the following criteria:

- (1) Orders purchased by, and shipped to, customers outside the state of Arizona.
- (2) Orders from tax-exempt customers for whom IFO has a current tax exemption certificate on file.

Note: Customers using a restricted, "one-time" sales tax-exemption certificate must reference that state sales tax exemption number on the purchase order issued for the purchase of goods that are exempt from sales taxes. All customs, duties and local taxes are the customer's responsibility. *See International Orders and Order Online*

Pricing:

Prices are FOB Origination. Prices are shown in U.S. Dollars and are subject to change without notice.

Quantity Discounts:

Volume discounts are applied to qualifying orders.

Changes:

Any changes in the terms of an order once accepted by IFO, including, but not limited to, price, quantity,

delivery date or shipping schedules, will not be binding unless submitted in writing and accepted by IFO.

Errors

All clerical errors are subject to correction. We reserve the right to correct any typographic errors in product description, pricing, and shipping charges.

Shipping Charges:

Shipping is pre-paid and will be by UPS Ground in the U.S. and Canada, and UPS World Wide Expedited to all other destinations unless otherwise noted on Orders. IFO does not use customer's shipping carrier accounts unless approved by IFO. Shipments are FOB Origination (Tempe, Arizona) unless otherwise negotiated with freight pre-paid and added to invoice. Shipping charges DO NOT include any customs, duties, local taxes, or any other import fees as they are customer's responsibility.

Will-Call:

When prior arrangements have been made with IFO office, local orders (Phoenix metropolitan area) may be picked up between business hours 7:00am – 3:30pm at:

1725 W. 1st Street
Tempe, AZ 85281-7622

Order Cancellation Policy:

Custom, Build-to-order, and most products are non-cancellable and non-returnable. All requests for cancellation must be submitted in writing to IFO. Cancelled orders for products are subject to a 25 percent restocking fee and, if applicable, credit card fees. Cancellation of orders that are custom or "build-to-order" must be approved by IFO, and cancellation is subject to review to determine if any related fees may apply.

Return Policy:

Build-to-order products are non-cancellable/non-returnable. Before returning any product to IFO, contact IFO to receive approval and a Return Merchandise Authorization (RMA) number. This can be done by sending an email to: info@i-fiberoptics.com. Returns must be shipped freight pre-paid and be well packed. IFO is not responsible for items damaged in transit back to IFO. Include the RMA number, a brief explanation for the return and if requesting replacement or credit. Returns may be subject to a re-stocking charge and credit card fee. *See our website www.i-fiberoptics.com for return/repair form.*

Damaged or Lost Items:

IFO is FOB Origination and not responsible for damaged or lost items by carrier. If receiving shipment that is visibly damaged, the damage should be noted and complaint filed by customer to carrier. After receiving the goods, keep the original packaging, all packing material and parts intact. Notify IFO office (480) 804-1227 or email orders@i-fiberoptics.com within 5 business days after receipt of a damaged shipment or as soon as the customer determines that a shipment is lost. If receiving shipment via your carrier account, any damage or lost shipment is customer's responsibility to report and file claim with your carrier.

Shortages:

Any claim for shortages must be reported to IFO within five (5) business days of receipt of goods.

Delay in Production or Delivery of Goods:

IFO will not be liable for any delay in production or delivery of goods if such is due to accident, fire, flood, labor dispute, war, terrorism or any other cause whatsoever that is beyond IFO's reasonable control. If, for reasons other than the foregoing, IFO should default or delay or not deliver products, customer's sole remedy against IFO will be an option to cancel its purchase order, by written notice to IFO.

Origins:

The majority of the products IFO offers for sale/distribution are manufactured/distributed by IFO facilities located in Tempe, Arizona, United States.

Product Information:

Detailed product information and specifications are available on the IFO website: www.i-fiberoptics.com.

(The most up-to-date and comprehensive information will always be found on the website.)

Product Warranties:

IFO warrants all products manufactured by IFO against defects in workmanship for a period ranging from 90 days to 4 years, depending upon the product. This warranty does not cover abuse, modification, disassembly, or in the case of kits, failure to assemble them properly. This warranty is limited to the repair or replacement of the defective part(s) or product(s). *See Return Policy*

Repair Services:

IFO provides repair services for IFO manufactured products. Please visit our website and complete the Repairs and Calibrations form located under the Services and Warranty heading. A confirmation email with a Return Merchandise Authorization (RMA) number and shipping instructions will be sent from an IFO sales representative. After receiving inspection/diagnosis, Quotes will be provided to the customer prior to any repair. *See link for repair and calibration form.*
<http://ifiber.ifonet.local/repairs.php>

Title to Goods:

The title to, and risk for, the products ordered from IFO, will pass to the customer at the time the goods are delivered to the customer's address by the carrier specified in the shipping instructions the customer gave IFO. If no specific shipping instructions, then when delivered by any common carrier.

Returned Checks:

If the customer pays IFO by check, and it is returned, for any reason, customer will be required to forward a replacement certified check or money order for the full amount of the check plus a service charge of \$50. Customer will also be liable for any other reasonable charges imposed by a check verification company or collection agency.

Finance Charges:

A balance on any customer account 30 or more days past due at the end of any given month may be subject to 1.5 percent monthly (18 percent per annum) finance charge.

Sole Remedies:

Customer's sole remedies are as provided in these terms and conditions. In no event will IFO be liable for any costs for any indirect, special, consequential, incidental, or punitive damages of any sort, whether based on tort or breach of contract, and /or warranty.

Governing Law:

The contract of sale that arises from the acceptance of any order by IFO will be governed by the laws of the State of Arizona (USA). All sales are made on the terms, conditions, and warranties contained herein. To the extent of any conflict, these terms and conditions take precedence over any terms & conditions on customer's order form.