

TERMS AND CONDITIONS OF SALE

1. **PRICES AND TAXES:** Prices specified do not include sales, use, excise, or similar taxes. Consequently, in addition to the prices specified, the purchaser shall pay, or reimburse Wilmore if it pays, any and all Federal, State, Municipal or other local taxes or charges that are now or hereafter may be imposed upon the sale, delivery or use of the product(s) sold.
2. **CANCELLATION:** If an order is cancelled or shipping dates postponed by the purchaser, purchaser will accept delivery of all items which are either finished or ready for shipping on the date written notice of such cancellation or postponement of shipping dates is received by Wilmore. The purchaser will be liable for a cancellation charge, as solely determined by Wilmore, depending on the degree of completion of the order and expenses or liabilities incurred by Wilmore up to the time of receipt in writing of the cancellation or postponement notice plus a reasonable profit thereon.
3. **SHIPMENT:** All product shipments are FOB Hillsborough, North Carolina unless stated to the contrary in writing by Wilmore. Title of goods covered by any order shall vest in purchaser upon delivery thereof to carrier. It is the responsibility of the purchaser to recover from the transportation company in case of any loss or damage during shipment.

Wilmore will make every effort to ship on or before a promised shipping date, but because of many factors beyond our reasonable control, the promised shipping date is not guaranteed. In no event shall Wilmore be liable for consequential loss or damage on account of delayed shipments.
4. **PAYMENT:** All accounts are due net thirty (30) days from the invoice date unless stated otherwise in writing by Wilmore. Accounts unpaid by the end of this thirty (30) day period are subject to a finance charge on the unpaid balance at the rate of 1 1/2% per month, for an effective rate of 18% per year, beginning from the date of the original invoice. If, in the judgment of Wilmore, the financial condition of the purchaser at the time merchandise is ready for shipment does not justify the terms specified, Wilmore reserves the right to change these terms or to require full or partial payment in advance.
5. **RETURN OF PRODUCTS:** Return authorization must be obtained from Wilmore before any product may be returned to the factory.
6. **TECHNICAL OR OTHER ASSISTANCE:** Any information or assistance which may be given by Wilmore to purchaser is based on our experience and judgment, but no warranty, expressed or implied, is made as to the information or assistance.
7. **USE OF PRODUCTS:** Wilmore products are not authorized for use in critical safety, medical, or other applications where a malfunction or failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If purchaser uses Wilmore's products or provides them for use in any such application, purchaser shall bear the sole risk for such usage.

Wilmore is a domestic U.S.A. manufacturer and does not represent, or agree to any responsibility for assuring, that its products will be in compliance with any foreign laws or statutes such as, but not limited to, environmental, health, or safety regulations. If purchaser sells, uses or allows Wilmore products to be used in any way that involves the jurisdiction of a foreign country or entity, purchaser shall bear the sole responsibility for the legality of such usage.
8. **LIMITED WARRANTY:** Wilmore Electronics Company, Inc. warrants its products to be free from defects in material and workmanship for one (1) year after delivery to the original purchaser. During this period, a defective product for which an authorization to return the product has been given, shall be returned to Wilmore freight prepaid. The product will be repaired, replaced, or credit allowed only if the defect, after examination by Wilmore, is determined to be a defect in material or workmanship. If the returned product is determined by Wilmore to have suffered from user misuse or abuse or to have been opened or modified without written instructions from Wilmore, or if the date of receipt of a request for return authorization exceeds the 1-year warranty period, the warranty is null and void. In such cases, Wilmore will determine the cost of repair, quote this price to the purchaser, and continue as advised by the purchaser.

The sole obligation of Wilmore and the purchaser's exclusive remedy under this or any other warranty, expressed or implied, is the repair or replacement of a defective product as provided above, or the issuance of credit in an amount not to exceed the contract price for the product deemed to be defective. Wilmore makes no warranty of merchantability or fitness for a particular use. Wilmore shall not be responsible for incidental or consequential damage, whether or not foreseeable, caused by defects in its products. There are no other warranties which shall extend the description above.
9. **PATENT INDEMNIFICATION:** Wilmore shall indemnify purchaser against any claim that the sale or use of material sold under this order constitutes an infringement of any Letters Patent of the United States covering the sale or use of such material as sold by Wilmore, but not the use thereof in combination with other articles or materials, provided purchaser shall give Wilmore prompt written notice of any such claim and an opportunity to defend or dispose of the same.
10. **ACCEPTANCE:** If these Terms And Conditions of Sale differ in any way from the terms and conditions of the purchaser's order, this document shall be construed as a counter offer and shall not be effective as an acceptance of subject order unless the purchaser assents to the terms and conditions herein, which shall constitute the entire agreement between the parties. The failure of the purchaser to object thereto in writing within ten (10) days from the date of receipt hereof shall constitute assent thereto. No additions to or modifications of any of the above terms and conditions hereof shall be effective unless made in writing and signed by both parties. All questions arising in connection with this order or the acceptance or acknowledgement thereof or the sale of goods covered thereby shall be resolved in accordance with the laws of the state of North Carolina, U.S.A.

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