

## Terms & Conditions of Sale

### Warranty

Cercis, Inc., warrants to the original purchaser ("BUYER") only, that the equipment or components purchased, meets Cercis published specifications and is free of defects in material or workmanship for twelve (12) months from the date of shipment. During the warranty period, Cercis will, at its option, either repair or replace any product that proves to be defective. If a defect is discovered during the warranty period, BUYER must promptly notify Cercis of the defect in writing. To exercise this warranty, either write or call Cercis headquarters for return authorization and instructions. Returned items should be sent, transportation and fees prepaid at the BUYER'S expense, to the indicated service facility. Repairs or replacement will be made and the goods returned, transportation prepaid at Cercis' expense. Repaired products are warranted to be free from defects in material or workmanship for the balance of the original warranty period or at least ninety (90) days. This warranty is void if the tamper seal is broken or the unit has been opened.

All third party supplied products or items (computers, peripherals, cabinets, etc.) as offered in a quotation will be covered only by the original manufacturer's warranty; Cercis does not warranty any third party supplied item or product. Replacement or repair cost of such items no longer covered under the original manufacturer's warranty are the responsibility of the BUYER. Cercis is not responsible for broken or damaged customer-supplied components or units if received in such condition or if damaged during production.

**LIMITATION: THE WARRANTY CONTAINED HEREIN DOES NOT APPLY TO DEFECTS RESULTING FROM UNAUTHORIZED MODIFICATIONS OR MISUSE OF ANY PRODUCT OR PART HEREOF. FOR COMPONENTS, THE WARRANTY DOES NOT APPLY TO NORMAL WEAR AND TEAR OR FOR UNAUTHORIZED MODIFICATION OR MISUSE, ABUSE, IMPROPER INSTALLATION OR APPLICATION, ACCIDENT, ELECTRICAL OR ENVIRONMENTAL STRESS, OR NEGLIGENCE IN USE, STORAGE, TRANSPORTATION, OR HANDLING OF ANY PRODUCT. FOR INSTRUMENTS AND RELATED EQUIPMENT, THIS WARRANTY DOES NOT APPLY TO FUSES, BATTERIES, OR DAMAGE FROM BATTERY LEAKAGE. THE WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. IN NO EVENT WILL CERCIS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY.**

### Return Material Authorization

The return of any material to Cercis, for whatever reason, cannot be made unless a Return Material Authorization (RMA) number has been assigned by Cercis customer service department (call or fax 609-737-5122 to obtain an RMA number and shipping instructions). At that time, a return procedure will be provided. When requesting an RMA, BUYER should supply serial number and description of problem. BUYER should return any items which have been issued an RMA within 15 working days accompanied by a discrepant material report; the RMA number should be clearly labeled and freight prepaid. Any return without a proper RMA number will be automatically rejected at receiving or returned at sender's cost. Credit shall not be taken until it has been evaluated by Cercis—usually within 10 days.

### Packaging

Cercis provides packaging and all necessary packaging materials as a service to its customers. Cercis does not guarantee the packaging, and does not guarantee arrival of the shipment or bear any risk of loss or damage to a product during shipment. All shipments will be insured with the carrier, unless BUYER provides certificate of insurance. All shipments are FOB, Pennington, NJ, USA.

### Payment Terms

Payment by CHECK, WIRE TRANSFER, COD, VISA, MASTERCARD or AMERICAN EXPRESS. All shipping and insurance costs will be added to the amount of the invoice + \$5.00 handling fee. Payments made by check addressed to: Cercis, Inc., Accounts Receivable, 108 W. Franklin Ave., Pennington, NJ 08534 USA. All items shipped within the State of New Jersey are subject to 6% sales tax.

### Order Cancellation

**CATALOG ITEMS:** Any order cancelled by the BUYER before shipment can be subject to a 15% cancellation charge at the discretion of Cercis. Cancellation after shipment to the BUYER may be subject to a 25% restocking charge if returned within ten (10) days of receipt. Items already received by the BUYER and to be returned for credit must be unused and unopened, and are subject to full and final inspection by Cercis. BUYER pays freight on any item returned as a result of a cancelled order. Any item returned as a result of Cercis error can be returned for full credit within thirty (30) days of receipt. Returned items must be unused and are subject to inspection.

**NON-CATALOG OR MADE TO ORDER ITEMS:** Unless cancelled within twenty four (24) hours of order placement, the order cannot be cancelled or returned for credit.

### General Information

Minimum Order: US\$10.00

Currency: US Dollars (US\$)

FOB: Pennington, NJ, USA

**Duties & Taxes:** Not included in prices; outside State of NJ, BUYER is responsible **Export:** Contrary to US law is prohibited.

**Transportation & Insurance:** Not included in prices; normally prepaid and billed. **Prices & Specs:** Subject to change without notice.

**Orders:** By mail, fax, or email (written confirmation) with applicable specifications. Acceptance by Cercis acknowledgement.