



®

*KamaxOptic Communication Co.,Ltd.*

## **Terms and Conditions of Sale**

1. Deliveries and Shortages. All sales are EXW CHINA unless otherwise specified in the form of a written and signed quotation. Claims for shortages will not be considered unless written notice is received upon receipt of goods to Kamaxoptics, no later than 5 business days.

2. Excusable Delays. If Kamaxoptics, shall be delayed or prevented from delivering any product on the date promised due to any cause beyond its reasonable control, such delay shall be postponed for such period as may be necessary to enable Kamaxoptics to deliver after the cause of delay has been removed.

### **3. Payments**

a. The prices specified are in US or Euro currency, free of all expenses to Kamaxoptics for collection charges. If shipment is delayed at Buyer's request, payment shall become due and payable when Kamaxoptics notifies the Buyer that the products are ready for shipment unless credit has been established.

b. Payment shall be made in form of bank transfer or Letter of Bank Credit, prior to shipment or subject in each instance to approval of credit by Kamaxoptics accounts department. All delinquent amounts will bear interest at the rate of 1.5% per month on the unpaid balance. Kamaxoptics in its sole discretion, at any time change or withdraw any credit terms previously extended to Buyer. In the event Buyer fails to make any payment when due and Kamaxoptics places the account with an attorney for collection, Buyer agrees to pay all costs of collection including reasonable attorney's fees.

c. In the event that any indebtedness owed by Buyer to Kamaxoptics shall be past due, Kamaxoptics may, at its option and in addition to any other rights it may have, suspend further shipment until all such indebtedness has been paid. After shipment, all products shall be at the risk and expense of the Buyer as to loss, destruction, damage, taxes and charges of every kind.

4. Taxes and Duties. Buyer shall pay in addition, to the purchase price of any product, amounts equal to any tariff, duties and/or sales or use tax or any tax in lieu thereof imposed by their government or governmental agency with respect to the sale of such product(s) in their respective country.

5. Inspection Charges. Prices do not include charges connected with inspection by outside individuals or agents which is performed at the request of Buyer, unless otherwise indicated herein.

6. Evidence of Product's Condition. Upon delivery of any products to a common carrier, a clean bill of lading or express receipt shall serve as conclusive evidence of the good condition of such products. Buyer shall make no claim against Kamaxoptics for any damage to the products unless such damage was the direct result of Kamaxoptics negligence.

7. Carrier to be Agent Buyer. Whenever Kamaxoptics shall deliver or cause to be delivered to a common carrier any products covered by this Agreement, whether the particular common carrier shall have been designated by Buyer or not, Kamaxoptics shall be relieved of all responsibility for any delays or damages in shipment and the common carrier to which Kamaxoptics shall deliver such products is hereby declared to be the agent of the Buyer. Kamaxoptics shall, however, retain title and right of possession until the purchase price has been paid in full.

8. Shipping Delays. Kamaxoptics shall not be liable for any loss or damage for delay or non-delay due to the acts of either civil or military authority, acts of Buyer or by reason of force majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of Kamaxoptics including, but not limited to, Acts of God, war, riot, or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lock-outs or other industrial disturbances, delays of carriers, and inability to secure materials, labor or manufacturing facilities. **IN NO EVENT SHALL Kamaxoptics BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM DELAY IRRESPECTIVE OF THE REASON THEREFORE, AND RECEIPT OF THE PRODUCT BY BUYER SHALL CONSTITUTE ACCEPTANCE OF DELIVERY AND WAIVER OF ANY CLAIMS DUE TO DELAY.**

9. Returns. No products will be accepted for credit if returned without an authorized RMA Kamaxoptics. All products cancelled after order is placed and not cancelled within 24 hours, are subject to a restocking charge of 15%. No product will be accepted for credit after 5 business days from date of purchase. Returns are only accepted for warranty conditions and after a return authorization (RMA) is issued by the company. All returns must be in unopened condition if returning for non warranty issues. Kamaxoptics must be notified in writing within 5 days of receipt of goods about intent to return.

10. Warranty.

a. Kamaxoptics warrants that all of the products distributed by it shall, at the time of shipment, be free from defects in the material and workmanship in light of the state of the art at the time of manufacture, Kamaxoptics liability for breach of this warranty shall be limited to the obligation to repair or replace, at the manufacturer's expense, any defective product or part supplied by Kamaxoptics which is redelivered to Kamaxoptics plant, shipping charges prepaid, provided the Buyer unless made with Kamaxoptics prior written consent. Kamaxoptics shall have no obligation or liability with respect to any claim made more than 5 working days after shipment. All claims must be in writing and must specify the particular defect on which such claim is based.

b. Kamaxoptics shall have responsibility for damages caused by ordinary wear and tear, unintended use, misuse, abuse or improper handling, operation, or storage of any product by Buyer or any third party. Extended Warranty is available upon request.

c. The warranty of Kamaxoptics and Kamaxoptics' obligations and liabilities for breach thereof as specified in this agreement are in lieu of, and Kamaxoptics expressly disclaims and the buyer hereby waives,

- (i) all other warranties of Kamaxoptics, expressed or implied, with respect to the products including implied warranties of merchantability or fitness for particular or intended uses, and
- (ii) all other obligations and liabilities of Kamaxoptics for the breach of the warranty including without limitation, any liability consequential or other damages whether or not foreseeable, to the buyer and user of the product, or any person.

11 Changes: Kamaxoptics reserves the right to make changes to pricing, technical documentation and information presented on our web site at anytime without prior notice. Pricing is not considered firm without a written quotation from Kamaxoptics. Firm pricing is guaranteed for a period of up to 30 days.

12 Assignment. Kamaxoptics may assign this Agreement or any rights or obligations arising hereunder without the consent of the Buyer, but the Buyer may not assign this Agreement or any rights or obligations hereunder without Kamaxoptics written approval, which Kamaxoptics may withhold in its absolute discretion.

13. Waiver, Alteration or Modification. No waiver, alteration or modification of any of the provision hereof shall be binding on Kamaxoptics unless made in writing and agreed to by a duly authorized officer of Kamaxoptics. Waiver by either party of any default by the other which may thereafter occur.

14. General. The terms hereof, including those written within the body of this document, shall constitute the entire agreement between Buyer and Kamaxoptics. This Agreement shall be construed in accordance with the laws of China. Any litigation under this Agreement, if commenced by Buyer, shall be brought in a court of competent

jurisdiction in the People's Republic of China. In the event that any of the printed terms or condition set forth herein are in conflict with or are inconsistent with other terms, typewritten or handwritten, within this document, then the typewritten or handwritten terms shall govern to the extent necessary to remedy the conflict or inconsistency, but the printed terms shall govern all other respects. If you have any questions regarding the Terms and Conditions of sale for this web site or terms of sale agreement, please contact us directly via written communication.