



## STANDARD TERMS and CONDITIONS OF SALE

(These Terms Supersede All Previous Terms)

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### 1. TERMS of SALE (Prepaid)

Payment with order by VISA, MASTERCARD, DISCOVER, MONEY ORDER, or CHECK. If payment is by money order or check please complete your order on line. This will help to process your order more efficiently. Otherwise, it may be delayed due to insufficient payments and/or incomplete shipping information. Consequently, it will be returned at our discretion for corrections. Illinois residents 6.50% sales tax applies.

**Minimum order; \$35.00 plus shipping and handling. (Domestic)**



### 1a. TERMS of SALE. (Open Invoice)

For government institutions which include, but are not limited to schools, military installations, fire and police departments your official purchase order (hard copy) is required. In addition, the accounts payable official must sign our credit application. Once approved, Net 30 days terms apply. Minimum order; \$100.00, plus shipping and handling.

### 1b. TERMS of SALE (Other types of businesses not listed above)

Initial opening order, payment by credit card only. Thereafter, Net 30 days terms can apply with completion and approval of our credit application. The application requires 4 trade references (please include fax numbers for quicker processing), a bank reference and some additional business profile questions. Minimum "open invoicing" orders; \$100.00, plus shipping and handling.

### 1c. TERMS of SALE (for export outside the USA)

All terms and conditions as applicable above. With these exceptions: Minimum order for export is \$100.00 plus our shipping and handling. All other duties, VAT, or agent charges are your responsibility.

### 1d. TERMS of SALE (Custom Assemblies)

All terms and conditions as applicable above. With these exceptions: Minimum order for custom assemblies is \$100.00 in materials. (an order which includes custom work - must total \$100.00 in materials. A combination of custom and stock items is fine). Plus shipping and handling.

## 2. PRICING & STANDARD PACKAGING

- Prices are subject to change without notice.
- The issuance and distribution of our price list does not constitute an offer to sell at the prices listed herein.
- All orders are shipped in standard packaging and/or multiple lengths as listed herein. All orders will automatically be adjusted up or down to the standard packaging and/or multiple length quantities.
- It is Cable X-Pert's intent to supply standard catalog products, by exact put-up cable lengths as shown in this price schedule. In rare cases, where Cable X-Perts ships +/- 10% quantity variance, the order will be called complete and the buyer agrees to accept said material under these conditions.
- Cable X-Perts, Inc. reserves the right to impose a service charge for special orders, drop shipments, third party billing, and/or to meet our minimum order value.

## 2.1 TELEPHONE / WEB / FAX / E-MAIL ORDERS

- Upon submission of an order, the customer accepts responsibility to indicate in writing or verbally any special instructions, reference(s) to formal quotations, and/or pricing deviations from our current price list. All disputes will require supported documentation.

## 3. FREIGHT & SHIPPING POLICY

- Prices listed herein do not include shipping charges.
- Shipping and handling charges will be added to all shipments.
- All products are shipped Freight On Board (F.O.B.) shipping point.
- **Cable X-Perts, Inc.** reserves the right to ship via its regular common carriers. When specifying special freight carriers, the customer must pay additional freight expenses and/or full freight charges.
- **Cable X-Perts, Inc.** reserves the right to consolidate below minimum backorders with new orders and/or hold the order until complete. The customer may be requested to cancel the backordered items and reorder them on a future order.

## 4. CANCELLATIONS

The following are non-cancelable, non-returnable orders;

Custom construction, non-stock items or colors, and/or special handling orders, (i.e. modifications to standard items or special packaging requirements). The customer will be notified in writing for their approval of a special order prior to its acceptance.

Any product not listed in our print and web site catalog is considered a special order item, and is therefore non-cancelable and non-returnable for refund or credit.

## 5. RETURNS

Returns involving our error will not be subject to a restocking charge, provided the material is returned to our distribution center in saleable condition.

Returns involving customer's error will be subject to a 20% restocking charge or a minimum of \$10.00, provided the material is returned to our distribution center in saleable condition. No credit for outbound/inbound freight will be allowed. Returns must be authorized in advance of shipment and be shipped freight prepaid to CABLE X-PERTS, INC. Lincolnshire, IL. Otherwise, no credit will be issued. No credit will be given for any material returned in damaged condition due to improper packing. Claims must be made within 30 days of original shipment. Failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims.

## 6. PRODUCT GUARANTEE

All products that CABLE X-PERTS, INC. sells are guaranteed free from defects in materials and workmanship. Claims of defective materials must be made within 60 days of original shipment. No claims will be allowed beyond this period. Adjustments will be granted on the basis of replacing the material or issuing a credit. Further, CABLE X-PERTS, INC. makes no other guarantees, either expressed or implied. Guarantee does not extend to defects caused by mishandling, improper or faulty installation or the use of any of its products for any purpose other than their intended use and specific design. Further, CABLE X-PERTS, shall not be liable for any consequential damages, losses or expenses arising in connection with the sale, resale, use of, or inability to use its products for any purpose whatsoever.

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