



44249 Old Warm Springs Blvd. • Fremont, CA 94538 • Tel (510) 651-3434 • FAX (510) 651-1054

## Terms and Conditions

### **General:**

These terms and conditions shall apply to all purchases of Custom Microwave Components, Inc. ("CMC") products or services. Any terms and conditions in buyer's purchase order that are inconsistent with or in addition to these terms and conditions shall not be binding upon CMC, unless specifically agreed to in writing by both CMC and the buyer.

These terms and conditions shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles, and exclusive jurisdiction and venue of any dispute shall be in the Alameda County, California, with the prevailing party being entitled to attorneys' fees and costs.

### **Pricing**

General - Prior to placing an order, buyer shall contact CMC or an area sales representative for product pricing, availability and delivery information. Prices do not include shipping and handling, taxes, duties, or insurance. Unless otherwise specified, quotations are valid for 60 days, subject to product change and availability of materials.

Source Inspection - Prices do not include inspection charges relating to inspections by outside individuals at the request of the buyer. There will be an additional charge when source inspection is required.

Compliance Testing - Unless otherwise agreed in writing between the buyer and CMC, the costs of any compliance testing, including without limitation special environmental, vibration, life cycle and extreme temperature tests, is not included in the pricing, but will be invoiced separately to the buyer.

### **Quality control**

CMC's quality control program is compliant to ISO 9001 and in conformance with MIL-I-45208A and MIL-Q-9858A. All equipment calibration is maintained per MIL-STD-45662 and traceable to the National Institute of Standards and Technology (NIST). All CMC product is fully tested and inspected mechanically and electronically prior to shipment.

**Federal manufacturing code:** 7W858

### **Placing an order**

Orders of standard products must be placed in writing to our sales representatives or directly to the CMC facility in Fremont, California. Facsimile, e-mail and on-line orders are allowed. Orders made in person or by telephone will be initially processed pending receipt of a confirming written purchase order. Custom product orders must be made directly to CMC in Fremont.

When placing an order for standard products, the buyer must specify the source of pricing information, model or part number, name or description of the product(s) ordered, agreed estimated delivery date, and any special shipping instructions.

In addition to the information required for standard products, custom product purchase orders must reference a quotation or factory correspondence. Additionally, all non-standard specifications must be fully described to avoid any possibility of misunderstanding. Custom products will be assigned special model or part numbers after buyer and CMC have reached an understanding as to their specifications.

#### **Change orders and cancellations**

Any changes to quantity, specifications, price, or delivery, or the addition of any conditions not specified in the original order will be effective only upon mutual signed agreement between CMC and the buyer and submission of a revised purchase order.

Cancellations are subject to written approval by CMC. Buyers are subject to payment for all costs incurred by CMC as a result of the order and cancellation. Those costs can include, but are not limited to, materials used, purchase commitments, tooling, amortized labor and overhead, and production interruption and resultant down time. Where CMC determines that cancellation is not cost effective, the buyer will be charged the full price of the order as quoted.

#### **Terms of payment**

For USA customers, unless otherwise agreed in writing, payment terms are thirty (30) days net from the date of invoice, upon credit approval by CMC. Products are shipped C.O.D. or prepaid to unrated companies. VISA, MasterCard and American Express are also accepted.

For international customers, unless otherwise agreed by CMC in writing, payment in United States dollars must be received by bank check, wire transfer, VISA, MasterCard, or American Express in advance of shipment. CMC reserves the right to charge a process or bank handling fee, as appropriate.

#### **Shipments**

Delivery commitments are estimates and are subject to contingencies such as fire, accident, governmental action, priorities granted at the request of any government agency, or any other cause of delay, including unexpected labor difficulties or unavailability of parts or materials, beyond CMC's control. The reasonable failure of CMC to meet a delivery date shall not be deemed a material breach of the sales agreement.

Unless particular arrangements are made by the buyer, CMC will ship orders according to the best mode of transportation at CMC's discretion. Preferred shipping methods are by UPS or Federal Express.

Shipping is F.O.B. the factory in Fremont, California. Risk of loss passes to the buyer when the products are delivered to the carrier. Any issues concerning damages during shipment must be settled between the buyer and the shipper.

CMC reserves the right to make partial shipments when the balance of the order will not be available for a week. No partial shipments will be made if the value of the partial shipment is less than \$200.

All claims for shortage must be made within thirty (30) days of date of shipment from CMC's facility.

Prepayment of shipping costs by wire transfer will be required for international shipments.

### **Limited Warranty**

CMC warrants each product to be free from defects in material and workmanship under conditions of normal use for one year from date of shipment. CMC will repair or replace, at its option, defective products that are returned to its Fremont, California facility after authorization for return is granted by CMC. Buyer must pay the shipping costs for the return.

This warranty does not apply to products that have been resold, disassembled, modified, misused or subjected to conditions exceeding the applicable specifications or ratings. CMC will not be liable under any circumstances for any loss of profit or any other commercial damages, including without limitation any special, incidental, consequential or other indirect damages under any cause of action. CMC shall not be liable for any installation damages to products.

CMC MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED. CMC EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

### **Returns**

Standard products/Restocking Charge - Return of standard products that are not defective is allowed only on prior authorization from and at the discretion of CMC. Products that have been used or damaged or are out-of-date will not be accepted for return. Shipping costs and liability for damage during shipment back to CMC shall rest with the buyer. There will be a 25% restocking charge or a \$125.00 minimum charge per item, whichever is greater, for returned standard products.

Custom products - Custom products that are not defective may not be returned. Buyer shall have the right to reject any nonconforming products only if such nonconformity renders the products unusable for the intended purpose or impairs the value of the products by more than 10% of the contract price. Nonconforming custom products must be returned within 30 days of receipt.

Inspection and testing costs - All items returned as defective are inspected upon receipt for quantity, physical condition and electrical function. An evaluation fee of \$75.00 will be charged to the buyer to cover inspection and testing cost for any item returned by the buyer that is found to be within specifications and/or otherwise deemed to be within the terms of the original purchase or which is defective as a result of customer damage.

Products past warranty period - Products that have exceeded the one (1) year warranty period and are returned to the factory for repair shall be repaired or replaced at a cost determined by CMC and billed to the buyer. All shipping costs and liability during shipment shall be the responsibility of the buyer.

### **Nondisclosure**

The buyer agrees that it will not disclose or make available to any third party any confidential or proprietary information received from CMC in the course of its dealings with CMC. The buyer shall insure that all of its employees or agents with access to any such information are aware of and abide by the terms of this provision.

**On-line documents**

CMC provides on-line documentation as a convenience to its customers. Although CMC has made a diligent effort to insure the accuracy of product specifications and details and other information on this website, the documents published may contain technical or typographical errors. CMC will not be liable for any damages suffered as a result of errors in the information provided. CMC reserves the right to change the content of these documents at any time. CMC is the owner of all copyrights to this website and the material it contains.