

ARCADIAN SALES

11 MULLER PL. LITTLE FALLS, NJ 07424

“Terms & Conditions of Order”

Do Not Use Products Sold by Arcadian Sales as Critical Components in Life Support Devices or Systems.

Products sold by Arcadian Sales are not authorized for use as critical components in life support devices or systems. A critical component is any component of a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system, or to affect its safety or effectiveness. Any attempt to purchase any Arcadian Sales product for that purpose is null and void and Arcadian Sales accepts no liability whatsoever in contract, tort or otherwise whether or not resulting from our or our employees' negligence or failure to detect an improper purchase.

All orders, regardless of how they are placed, are specifically subject to all the terms and conditions contained herein. No change, alteration, deletion or modification of any of these terms and conditions is permitted. No person is authorized to accept, confirm or vary these terms and conditions including all representations and warranties. Terms are specifically and exclusively subject to interpretation under the US Uniform Commercial Code and all claims or disputes shall be interpreted according to New Jersey law and subject to jurisdiction in New Jersey state or federal courts at the exclusion of any other choice of law or choice of jurisdiction, including the UN convention on CISG.

Orders placed on forms deviating from these terms and conditions will not be accepted.

Arcadian Sales may offer technical assistance or suggest alternative parts based on technical information available to Arcadian Sales. ARCADIAN SALES DOES NOT GUARANTEE that this assistance is correct or that suggested part alternatives are based on the most recent data or that our interpretation and accuracy of the data is correct. **Customer is solely responsible for confirming the validity of the assistance and the specifications as well as determining the appropriateness and compatibility in selecting part(s) for their application.**

Product Liability

Arcadian Sales's sole obligation for products that prove to be defective within 30 days of purchase will be for replacement or refund. Arcadian Sales gives no warranty, either expressed or implied, and specifically disclaims all other warranties, including warranties for merchantability and fitness. In no event shall

Arcadian Sales's liability exceed the buyer's purchase price, nor shall Arcadian Sales be liable for any indirect or consequential damages.

This warranty does not apply to products which have been subject to misuse (including static discharge), neglect, accident or modification, or which have been soldered or altered during assembly and not capable of being tested.

Infringement Disclaimer

Notwithstanding section 2-312 of any applicable version of the Uniform Commercial Code or any other similar law, or any purchase order term, other contractual provision or the like from the buyer, Arcadian Sales: (i) expressly disclaims any and all warranties against third party claims for infringement or the like, and (ii) shall have no obligation of any kind to the buyer for claims brought by third parties against the buyer for infringement or the like arising out of or in any way related to product purchased by the buyer from Arcadian Sales.

How to Order

By Telephone: 1-888-925-5967 (US & Canada) or 1-973-744-6972

Our friendly sales representatives are available to serve you daily from Monday at 8:00am until Friday at 8:00pm ET (Eastern Time). Urgent requests can be phoned in at 1-973-477-7764 evenings, weekends, and holidays. For most efficient service, please have ready a list of quantities and part numbers and, if paying by credit card, your MasterCard or VISA.

Note: Calls may be recorded or monitored for quality and training purposes.

By Fax: 1-973-744-1674

Arcadian Sales Fax lines can be accessed 24-hours a day, 7-days a week, 365-days a year. Depending on the shipping method, fax orders will be processed and shipped according to the "Orders entered by times" listed under **“SHIPMENTS.”** Orders received after these cutoff times will be processed and shipped the next business day. Please include your daytime telephone number and/or email address in case we have any questions about your order.

By Mail: Send Your Orders To:

Arcadian Sales
11 MULLER PLACE

LITTLE FALLS, NJ 07424

International customers please see International Orders for additional information.

Prices/Quantities

Arcadian Sales makes every effort to present current and accurate pricing in its catalog and on its Web site. However, prices are subject to change without notice and quantities may be limited. All orders are subject to current pricing at time of acceptance by Arcadian Sales. No trade in other currencies besides the US dollar will be accepted.

Shipment

Arcadian Sales's warehouse is open and staffed Monday through Friday 8:00am to 7:00pm Eastern Time (subject to holidays). Orders are shipped only on these business days. Orders and correspondence received on Saturday and Sunday will be addressed/shipped on the following Monday and included in that day's business.

Arcadian Sales's Cut-off times for Same-Day Shipment, Monday - Friday, are as follows:

- Orders entered by 4:00pm ET - FedEx ground may ship next business day
- Orders entered by 5:00pm ET - All UPS air and surface options; All FedEx air options may ship same day

Shipping and Handling Charges

Shipping and /or freight charges and insurance will be paid by the customer*. All sales are made FOB point (as defined by the INCOTERMS 2000) Little Falls, NJ, USA unless "drop-shipped" in which case FOB point will be the vendor's warehouse location. Shipping and handling charges from Arcadian Sales's warehouse in Little Falls, NJ are normally prepaid and added to the invoice, billed collect or billed to a 3rd party.

***Freight/Insurance: all packages will be shipped UPS ground "pre-pay and add" unless otherwise specified. UPS charges will be billed to customer in addition to a \$6 handling fee for all freight pre-pay shipments. All freight pre-pay shipments will be insured with UPS at the rate of .35 per \$100 of value unless otherwise specified.**

***We will ship freight collect upon customer's request. Freight collect shipments are subject to our handling fee, but will NOT be insured unless specified.**

***International: all shipments destined for locations outside the continental US will be subject to an additional \$10 international documentation fee.**

In the case of any shipment sent “freight-collect” to be billed to a customers account where the charges are refused or reversed for ANY reason by the shipper, customer is responsible for the freight charges **PLUS** any additional service charges/billing imposed by the shipper.

Handling Charge

A \$6.00 handling charge applies to all orders shipped freight pre-pay and add A \$10.00 processing fee will be applied to all International orders, including Canada.

Sales Tax

Only New Jersey residents need to remit 6.0% sales tax. Arcadian Sales does not remit sales tax to states other than New Jersey. Any sales tax due that is not collected by Arcadian Sales is the responsibility of the customer. Arcadian Sales requires that a resale tax certificate be submitted to us by email attachment, fax or mail for any NJ customers who are not responsible for paying sales tax.

Payment

Arcadian Sales offers a number of convenient payment methods:

For United States customers we offer wire transfer*, check, money order, MasterCard, VISA, and C.O.D. as well as open account credit to qualified institutions and businesses.

For International customers see International Orders.

To obtain a credit application for open account credit, contact any sales representative by calling 888-925-5967 (US & Canada) or 1-973-744-6972 or faxing your request to 1-973-744-1674. Please allow sufficient time for the credit approval process. To avoid delay on your initial order you may elect an alternative payment method.

*Bank wire transfers are subject to a \$15 wire transfer fee

Late Payments

Any payment more than 30 days over-due will be put in “collection” unless previously agreed upon by both parties.

Dishonored Check Policy

If a check you give us for payment is dishonored for any reason by the bank or other institution on which it is drawn, you agree to pay us \$25.00 as a service charge (if the check cannot be redeposited) pursuant to New Jersey Statutes. In addition, you agree to pay any other reasonable charges imposed by any check verification company or collection agency that we may use for collection.

Out of Stock

On orders paid by check, money order or credit card, items not available for immediate shipment will be shipped as they become available. Items not available at the end of 30 days will be cancelled and refunded/credited in cases of prepayment. The number of backorder days may be extended beyond 30 days at customer's request. If a refund check is issued, the cancelled item can be re-entered without a handling charge if the check and cancellation notice are returned to us.

On orders billed to customers with open account credit, items not available for immediate shipment will be shipped and billed as they become available. Items not available at the end of 90 days will be cancelled. The number of backorder days may be extended beyond 90 days at customer's request.

International Orders

In addition to the United States and its territories, Arcadian Sales accepts international orders. All orders of international origin are exported from the US in accordance with the Export Administration Regulations. Diversion contrary to US Law is prohibited. An additional handling charge of \$10.00 will be included for processing and invoicing. All duties and taxes will be the responsibility of the customer.

All international orders are shipped FOB Little Falls New Jersey, USA. Ownership of the shipment transfers to the purchaser after the shipment leaves our facility. In the event of damage or loss, we will do our best to help our customers replace their shipment, but cannot be held responsible for damage or loss by the shipper. We encourage you to track and insure your international shipments.

Payment options for International customers: Bank Wire Transfer*, MasterCard, VISA, , cashier's check in US funds, as well as open account credit to qualified institutions and businesses. We cannot ship COD, accept personal checks or certified personal checks.

Money orders can result in significant delays. Use of Letters of Credit must be approved in advance by Arcadian Sales's Accounting Department.

To obtain a credit application for open account credit, contact any sales representative by calling 1-973-744-6972 or faxing your request to 1-973-744-1674. Please allow sufficient time for the credit approval process. To avoid delay on your initial order you may elect an alternative payment method.

*Bank wire transfers are subject to a \$15 wire transfer fee

Customer Service

Voice: 1-888-925-5967 (US & Canada) or 1-973-744-6972

Fax: 1-973-744-1674

Internet: www.arcadiansales.com

Mail: Arcadian Sales Corporation • Attn: Customer Service • 11 Muller Place • Little Falls, NJ 07424

A friendly, competent staff of Customer Service Representatives are available from Monday at 8:00am until Friday at 8:00pm ET (Eastern Time) to assist you. Please have your sales order or invoice number available when you call.

Freight Damage

If you receive merchandise that has been damaged in transit, it is important to keep the shipping carton, packing material and parts intact. Please contact an Arcadian Sales Customer Service representative immediately to help you initiate a claim with the shipper. (See [Customer Service](#))

Change Orders/Rescheduled Shipments

“Standard product” product: order can be rescheduled 40 or more days from promised delivery date

“Non-standard” product: order can be rescheduled 55 or more days from promised delivery date

“NCNR/non cancelable & non-returnable” product: order cannot be canceled, rescheduled or returned for any reason other than a technical failure of the product due to manufacturer's defect

Return Policy

Arcadian Sales accepts merchandise returns subject to the terms outlined below and will replace the product or refund your money at your option.

To facilitate processing of returned merchandise:

- Please contact a Customer Service representative to obtain an RMA (Returned Merchandise Authorization) number **prior to** returning product. See Customer Service for contact information.
- All requests for an RMA must be made within 7 days of receipt of shipment, and returns must be made within 30 days of the RMA issue date. Returns must be accompanied by the original invoice number and a brief explanation of the reason for the return.
- Return freight charge must be prepaid. Sorry, C.O.D. returns cannot be accepted.
- Returned merchandise must be in original packaging and in resalable condition.
- Parts returned due to customer error will be subject to a restocking charge. "Non-Standard" items and parts specified as "Non-Cancelable/Non-Returnable" at time of quote or sale are NOT returnable.
- Defective merchandise may be returned within 60 days of the original invoice date and need not be in original packaging.

**WE THANK YOU FOR CHOOSING
ARCADIAN SALES!!!**