



11-1 to 11-8: Warranty, Terms and Conditions

www.3jmicrowave.com

11-1. Products

Products are defined by any products in **3J microwave, Inc.** (**Seller**)'s catalog, quotations, proposals and acknowledgment of purchase orders. The acknowledgment of the purchase orders should control.

11-2. Orders

Orders should be placed by issuing a written purchase order directly to **3J microwave, Inc.** or through an authorized representative, indicating model numbers of the products, specifications, quantity, unit price, subtotal price and total price, required shipping dates, bill to and ship to addresses, shipping instructions, any special instructions and tax exempt certificates, if applicable. All orders are subject to acceptance in writing by **3J microwave, Inc.**

11-3. Minimum Order

US dollar amount of minimum combined order is \$300.

11-4. Exporting Restrictions

The order(s) may be subject to U.S. exporting restrictions. The addressee is responsible to comply with the law. Deviation from the law is prohibited. The products sold by **3J microwave, Inc.** may be only shipped to **Buyer** or consignee located outside the United States by obtaining an exporting license(s) or other permit(s) from the United States Government if required. In the event that **Buyer** or **3J microwave, Inc.** is unable to obtain such license(s) or permit(s), **Seller** may cancel such order(s) and have no further liability to **Buyer**.

11-5. Payment and Risk of Loss

For the orders required to ship to a place located outside the United States, unless otherwise agreed to in written by **3J microwave, Inc.**, payment should be made in U.S. dollars by Buyer either by (1) irrevocable confirmed letter of credit advised and confirmed through **Seller's** then current primary Bank or any prime Los Angeles bank, with drafts drawn on and payable at Los Angeles bank at sight (Buyer is to provide bank with debit authorization); or (2) by bank draft, four weeks prior to shipment. In all other cases, unless stated on **Seller's** quotation, acknowledgment of the purchase order, invoice or otherwise agreed to in written by **Seller**, the payment terms shall be net thirty (30) days from the date of shipment to the buyers having open accounts with Seller. Payment shall be made in U.S. dollars. For the **Buyers** not having open accounts with **Seller**, credit references with bank account and 3 trade references are required.

Title to and risk of loss for the product(s) should pass from



11-1 to 11-8: Warranty, Terms and Conditions

www.3jmicrowave.com

Seller either (1) "FCA **Seller's** warehouse" (as defined in international Chamber of commerce, Incoterms 2000), Lomita, California for the orders required to ship to a place located outside the United States or (2) in all other cases, "FOB seller's warehouse", Lomita, California to **Buyer**.

11-6. Cancellations

Orders accepted by **3J microwave, Inc.** may only be cancelled by buyer with the mutual agreement of **Buyer** and **Seller**. In the event that an order is agreed to be cancelled, **Buyer** should be liable for no less than sum of (1) all finished products' sales prices, (2) the total cost of all work in process and all raw materials purchased for those products, (3) reasonable profit with respect to unfinished products and (4) any other expenses and/or costs incurred by seller in connection with the order. **Buyer's** maximum liability under this section will not exceed the total value of the cancelled portion of the order.

11-7. Warranty

Each product delivered to the **Buyer** by **3J Microwave, Inc.** is warranted to be free from defects in materials and workmanship. The obligation under this warranty is limited to providing repairs, adjustment or replacement for any **3J Microwave's** product(s) returned to our facility for that purpose within one year after delivering to the original **Buyer** and to which there have been such defective in **3J Microwave** examination. This warranty shall not apply to any products or parts thereof which have been subject to negligence, misuse, abuse, alteration or accident. Only the original purchaser is covered by this warranty. Warranty returns and repairs must be authorized by **3J Microwave, Inc.** prior to shipping and must be returned as our detailed instruction with prepaid shipping charges. Unauthorized removing or tearing of the sealed label and tampering with sealed screws will invalidate this warranty.

Buyer will pay the evaluating and testing cost for any returned products and/or parts under warranty or otherwise which are not defective or are found to meet the applicable specifications or which are not covered by the warranty.

For the returned products or parts, which are not covered by the warranty, **3J Microwave, Inc.** will issue a written failure analysis report and repair quotation to the **Buyer** prior to conducting any repairs after the repair evaluation. In the event that the **Buyer** has not provided a written instruction as to disposition of the returned products or parts within thirty (30) days from receipt of such quotation, the returned goods should be shipped back to the **Buyer** and the **Buyer** will be invoiced for the costs of evaluating,



11-1 to 11-8: Warranty, Terms and Conditions

www.3jmicrowave.com

testing and shipping.

Each product having been repaired by **3J Microwave, Inc.** should be warranted for that repair for ninety (90) days. For products that are still within the original warranty period as described above, the original warranty (if longer) will remain in effect.

Except as expressly stated herein, there are no warranties or representations as to merchantability, fitness for a particular purpose or other implied or expressed warranties or representations in law or in fact.

3J Microwave, Inc. should not be liable for incidental, consequential or special damages howsoever caused. The **Seller's** aggregate liability in any damages should not exceed the payment, if any, received by **3J Microwave, Inc.** for that product, part or service furnished or to be furnished which is subject to claim or dispute.

All terms and conditions regarding this warranty should be governed by the laws of the State of California. Any claim or dispute that cannot be settled directly by the **Buyer** and **3J microwave, Inc.** should be settled by arbitration in Los Angeles, California in accordance with the regulations then prevailing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

11-8. Design and Specification Changes

3J Microwave, Inc. reserves the right to change the designs of its products without incurring any obligations to make the same replacements on products previously sold. **3J Microwaves, Inc.** reserves the right to change any specifications and to obsolete any product noted herein without prior notice.