Sellers Terms and Conditions

PO Box 429, 805 Greenlawn Road, Murphy, NC 28906-0429 TEL: (828) 837-4029 FAX: (828) 837-4106

1. Terms: Terms of Sale/Incoterms, Murphy, North Carolina. Net 30 Days, upon prior credit approval. Accounts not paid within 30 Days assessed at 8%/Annum Interest.
2. Prices quoted are valid per date stated on the Sales Quote.
3. Change orders may be subjected to a service charge.
4. Any order, or portion of an order that is cancelled, may be subjected to a cancellation charge, to be determined solely at the discretion of Aegis Power Systems, Inc.
5. The minimum value for domestic (US) purchases is $500.00 and for international purchases is $10,000.00. Invoices will be in US dollars. Maximum limit for credit card purchases is $10,000.00. In addition, credit card purchases will be subject to a 4% transaction fee.
6. All cancellations and reschedules require a minimum of eight (8) weeks prior written notice.
7. All cancellations subject to cancellation charges for work in process and materials on order that cannot be cancelled.
8. Return Material Authorizations (RMA) must be obtained from Aegis Power Systems, Inc., prior to return of any product.
9. Aegis Power Systems, Inc., products are warranted for twelve months from date of shipment against defects in material or workmanship, when in normal use and service. This warranty does not extend to products subjected to misuse, accident or improper application or maintenance. Aegis Power Systems, Inc. shall not be liable for collateral or consequential damage. This warranty is extended to the original purchaser only. **EXCEPT FOR THE FORGOING EXPRESS WARRANTY, AEGIS POWER SYSTEMS, INC., MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Aegis Power Systems, Inc. will repair or replace the defective product in accordance with its own best judgment. For service under this warranty, the Buyer must contact Aegis Power Systems, Inc., to obtain a Return Material Authorization (RMA) Number and shipping Instructions. Products returned without prior authorization will be returned to the Buyer. The Buyer will pay all charges incurred in returning the product to the factory. Aegis Power Systems, Inc. will pay all re-shipment charges, excluding any duties, taxes or fees on exported items, if the product was defective, within the terms of this warranty.
10. Aegis Power Systems, Inc. dock SHALL be First Carrier.
11. A person/firm/company may not sell, transfer, export, re-export, finance, order, buy, remove, conceal, store, use, loan, dispose of, transport, forward, or otherwise service, any item subject to the Export Administration Act exported or to be exported with knowledge that a violation of the EAR, or any order, license, license exception, or other authorization has occurred, is about to occur, or is intended to occur in connection with this item.
12. It is the buyer's responsibility to ensure that the product can be lawfully imported to the destination country. The recipient must bear any additional charges for customs clearance; the seller has no control over such charges and cannot predict what they may be.

    Orders that are shipped to countries outside the United States may be subject to import taxes, customs tariffs, and fees levied by the destination country or the shipping company. These charges are the customers responsibility and will be billed by the delivery company. Seller has no control over these charges and may be unable to estimate them. Tariffs and taxes are neither collected, nor included in your price

    quote at the time of your order; for an estimate of these fees, which vary by country, contact the customs office in your area.

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The buyer is responsible for all tariffs, taxes and customs fees at time of delivery. If buyer refuses delivery of an item after it reaches its final destination, if buyer refuses to pay tariffs and taxes, or if buyer is unavailable for delivery after a certain number of attempts, buyer will be responsible for any import tariffs, taxes and shipping and handling fees incurred to send the item back to the seller in the United States, as well as any restocking fees that may apply.

13. Except for aspects preempted by federal law, North Carolina law governs this contract.

14. Each Party agrees that it will not knowingly: (a) export or re-export, directly or indirectly, any technical data or products (as defined by the U.S. Export Administration Regulations) provided by the other Party or (b) disclose such technical data for use in, or export or re-export directly or indirectly, any direct product of such technical data, including Software, to any destination to which such export or re-export is restricted or prohibited by United States or non-United States law, without obtaining prior authorization from the U.S. Department of Commerce and other competent Government Entities to the extent required by Applicable Laws.

15. Force Majeure - In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic or mandated quarantine, destruction of production facilities, freight embargoes, riot, insurrection, materials unavailability, or any other similar cause beyond the reasonable control of the party or its' subcontractors control, thus invoking this section (collectively, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party within ten (10) days of such cause, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.