



94 Eagle Fork Road Hayesville, NC 28904  
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## ADVANCED DIGITAL CABLE

### STANDARD TERMS AND CONDITIONS OF SALES

<b>PRICE:</b>	Prices are based on COMEX copper listed on the quotation and are subject to copper adjustment at the time of shipment in the event that COMEX copper exceeds the quoted base in excess of \$0.20.
<b>PAYMENT TERMS:</b>	2% 10th, Net 30 days. Thirty (30) days from date of invoice. Payable in lawful money of the United States.
<b>DEFAULT:</b>	Should default in payment occur and account is turned over for collection, Buyer agrees to pay all cost of collection including reasonable attorney's fees.
<b>FREIGHT:</b>	When freight is allowed the total order must be shipped to a single location on one particular date. At present the current freight allowance is \$10,000.00 for IMSA & Industrial products and \$3,000.00 for Low Voltage products. Flat bed and Lift gate shipments will incur additional freight charges. The freight allowance does not apply to shipments by air or other priority service. All overnight shipments require customer's account number.
<b>CANCELLATION:</b>	Cancellation after acceptance of an order cannot be made without Seller's consent and on such conditions as will indemnify seller against loss for commitments made and work already complete and/or in process.
<b>CREDIT:</b>	Credit terms are subject to the approval of our Credit Manager, if credit relations are desired and have not been already established, it will frequently save some unavoidable delay if references, bank name, federal ID number or latest financial statement are furnished.
<b>ADD-ONS:</b>	Any add-on to an existing order must be made within 24 hours or a new purchase order will be required.
<b>SPECIAL ORDERS:</b>	When Special Make Orders are accepted the entire order must be taken. Special Make Orders cannot be cancelled or modified once accepted and cannot be returned.
<b>TOLERANCES:</b>	Non-Stock & Special Make merchandise is subject to the following tolerances: Total product +10%/-0 and Reel lengths +/-10%. Exact reels lengths will incur additional charges.
<b>DELIVERY:</b>	Any shipment schedule is approximate. Seller shall not be liable for any delay in delivery or failure to deliver caused in whole or in part by any reason beyond Seller's control.
<b>FOREIGN SALES:</b>	Shipments prepaid (see FREIGHT) to U.S. port, collect from U.S. port to destination. Shipments not prepaid are shipped collect from factory to destination.
<b>CLAIMS:</b>	Buyer agrees to inspect merchandise for defects and for conformity and agrees to check material against shipping papers upon unloading at destination. All claims for shortages or defective merchandise must be made by Buyer in writing within thirty (30) days of receipt of shipment.
<b>RETURNS:</b>	Return of standard STOCK merchandise must be full reels or cartons, undamaged and in the original unopened package. Credit will be given for returned merchandise only for full reels of undamaged wire if still in the original package. No merchandise may be returned without the written authority of Seller and receipt of Seller's RMA number. No merchandise may be returned after the expiration of (60) days following the date of shipment. Returns may be subject to a Restocking Fee. NON-STOCK & SPECIAL MAKE merchandise will not be considered for return and is not subject to the previous stated return conditions.
<b>REFUNDS:</b>	No cash refunds. Trade Credit Only. All returns and other proper claims for credit may be applied toward future purchases only.
<b>FORCE MAJEURE:</b>	For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or results of any governmental authority, agency, or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Buyer affected.
<b>TAXES:</b>	Liability for all taxes imposed by any government authority with respect to the goods herein ordered shall be assumed and paid by Buyer.
<b>MODIFICATIONS:</b>	Any modification of these Standard Terms & Conditions shall not be binding on Seller unless signed on behalf of Seller by a representative authorized to do so, regardless of whether Seller has commenced shipping of any merchandise ordered hereunder or whether Seller has accepted payments therefore.
<b>WARRANTY:</b>	All merchandise ordered will be supplied in accordance with the description on the face of the order acknowledgment and in accordance with applicable specifications and design standards and will be free from defects in material and workmanship. Our liability in respect of any defect in or failure of the merchandise supplied, or for any loss, injury or damage attributable thereto, is limited to replacement or repair of defects, which under proper use and handling, have been proven to this Company's satisfaction to arise solely from faulty design, materials or workmanship, within a period of one year from date of shipment from our factory, and we must be notified in writing of the defect or failure within a period of one year from date of shipment. Replacement of such merchandise does not include expenses incurred in installing or using the material. No merchandise is to be returned to our factory or warehouse for credit or replacement before we have officially advised disposal of the merchandise.