



## Sales Terms and Conditions

### **New Account**

A new customer requires first to set up an account with Golden Pacific Electronics, Inc. (GPE), before any shipment will be effected. The customer needs to sign this document, Sales Terms and Conditions. A California company who wishes to resell the product must submit its resale certificate with California State Sales Permit Number. Unless credit has already been approved, all orders are shipped COD/Credit Card/Cashier Check or with advanced payment. Company checks may be accepted after credit approval. Net credit terms are extended to established accounts with good credit history.

### **Ordering**

A formal purchase order is required to be issued to GPE. GPE shall ship all parts according to agreed delivery schedules.

### **Minimum Orders**

USD \$200.00 per shipment for US and Canada

USD \$300.00 for international transactions (CIA or bank TT payment only).

### **Rescheduling**

Rescheduling of purchase orders should be notified to GPE in writing at least 60 days in advance.

### **Restocking**

Only standard inventory products are accepted for restocking and are subject to twenty-five (25)% restocking charges. The buyer shall be responsible for all round-trip freight expenses and should contact GPE for a Return Authorization Number before returning the products. No products will be accepted for restocking after 30 days.

### **Special, Non-stocking or Custom Parts**

Those are items that GPE normally does not carry in inventory. An up to 100% non-refundable deposit is required for all such orders unless special arrangements have been made. They are non-cancelable and non-returnable.

### **Pricing**

All prices are FOB Placentia, CA USA warehouse (unless otherwise specified in writing) with shipping charges to be paid by the buyer. (Drop ship may be allowed per request). Title and risk of loss or damage during transit are passed onto the buyer upon consignment to the carrier for delivery. Prices are subject to change without prior notice, except those which have already been quoted within the validity period.

### **Carrier**

Unless specified by the buyer, orders shall be shipped out by FedEx Ground or UPS ground service or the best possible way GPE can utilize at that time.

### **Payment**

All goods are shipped on a COD cashier's check basis unless credit has already been approved. For credit card payment over \$300 USD, an additional 4% convenience fee will be added to the total invoice amount. To obtain consideration for company check, please complete and sign the Credit Application form (To request for Credit Application, please email [sales@gpelectronics.com](mailto:sales@gpelectronics.com)). To apply for Net 30 payment terms, complete and sign the credit application and provide the company's latest financial statements. Allow 2-4 weeks for credit approval processing. All credit information received is treated with strict confidence.

**Taxes:**

The buyer shall provide GPE with tax exemption certificates acceptable to the taxing authorities, otherwise the buyer shall pay all applicable sales or compensating use taxes or their equivalents in addition to the price for the goods.

**Returned Checks**

A minimum fee of \$25 per check shall be charged for all returned checks. Accounts with returned checks shall be reverted to COD cash/cashier check basis for at least six months at which time the account shall be re-evaluated.

**Authorized Returns**

Return Merchandise Authorization (RMA) shall be issued in case the product is Dead On Arrival (DOA), a shipping error is made, or the product is being returned for repair or replacement. All merchandise returned must have an RMA number issued by GPE. RMA numbers must be prominently displayed on all boxes containing returned goods. Returns must be shipped with freight prepaid within 5 days of issuance of the RMA. RMA numbers over 30 days old will be cancelled. RMA items must be received prior to replacement. Items returned with freight collect or without a valid RMA number prominently displayed will be refused or returned.

**Limited Warranty**

GPE's standard limited warranty for products sold is one year from the date of the invoice. GPE makes no express or implied warranty with respect to the merchantability of the goods sold, and such goods are sold "as is" except that GPE acknowledges responsibility for any such goods not meeting product specifications. GPE's responsibility for goods not meeting product specifications is expressly limited to either (1) Refund of Purchase price for such goods without interest or (2) Repair and/or replacement of such goods, at GPE's election, and such remedy shall be exclusive and in lieu of all others. GPE will not be liable for personal injury or property damage, and GPE will in no event be responsible for or have any obligations or liabilities for consequential damages. Warranty excludes improper use, abuse, or unauthorized service.

**Claims**

Claims for loss or damaged shipments are to be made to the carrier. Claims of shortages are to be made to GPE within five (5) working days of receipt of the merchandise.

**Disclaimer**

Products sold by GPE are not intended for use in military, life-support or intrinsically safe devices or to be used in hazardous environments. GPE accepts no responsibility for products being used in such applications or environments.

I have read, understood and agreed to the above-mentioned Sales Terms and Conditions.

Company Name (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Officer Signature X \_\_\_\_\_ Title: \_\_\_\_\_