



Terms and Conditions For Orders

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iFiber Optix Products, Inc, limits its acceptance and acknowledgement of any Buyer's Purchase Order (PO) to the order information only and the Terms and Conditions contained in this document, and expressly rejects all other provisions of Buyer's PO unless agreed to in writing by iFiber Optix. By submitting a PO in response to this Quotation, Buyer expressly agrees to be bound by these Terms and Conditions only. iFiber Optix requires that Buyer's duly executed PO include shipping and billing addresses, shipping and insurance requirements, model number and, if applicable, reference quote number. Upon PO acceptance by iFiber Optix, a PO Acknowledgement will usually be faxed to Buyer for Buyer's review confirming order acceptance with a description of order.

Payment Terms

Payment terms for a first time PO to iFiber Optix are C.O.D. or pre-payment, unless otherwise agreed in writing. Payment terms for any subsequent PO are net 30 (thirty) days from the date of invoice, subject to iFiber Optix's credit approval. Delinquent payments are subject to an interest charge of 2.0% (two percent) per month of the unpaid amount until the date of payment. No discounts are given for early payments unless agreed to in writing by iFiber Optix. iFiber Optix may make exceptions to payment terms at its sole discretion.

Prices

All prices quoted are U.S. dollars, firm for 60 (sixty) days from the date of quotation, and F.O.B. iFiber Optix dock, Irvine, California. Quoted prices are exclusive of taxes, customs, duties, and transportation and insurance, which shall be the responsibility of Buyer, and if paid by iFiber Optix will be charged to Buyer.

Performance and Shipping Dates

Quoted ship dates are approximate, and failure to perform or ship on such dates shall not be considered a breach. All claims for shortage of parts ordered or incorrect charges must be submitted to iFiber Optix within 10 (ten) days after receipt of shipment. iFiber Optix's reserves the right to change product specifications without notice and without liability for such changes. Where price and specification changes have occurred, price and specifications prevailing at the time of iFiber Optix's acceptance of Buyer's PO will apply, as stated in PO acknowledgements supplied by iFiber Optix.

Shipments

All domestic shipments will be shipped Federal Express or UPS second day or equivalent, unless Buyer has specified another carrier on its PO. The freight charge will be prepaid and added to the invoice unless an account number is supplied to iFiber Optix in writing. Outgoing shipments will include: test reports as applicable for each product unit, one packing list, mailing label, and, when requested, certificates of compliance. The original invoice is mailed first class to the Buyer's billing address. Buyer shall not ship or export any products ordered to any country to which the U.S. Government forbids export or requires an export license or approval, without first obtaining such license or approval.

All Sales Final/Cancellation

All sales are final. Buyer shall not cancel, terminate, or issue a hold on any PO in whole or in part without prior written approval by iFiber Optix. If approved by iFiber Optix, terms for cancellation, termination, or hold shall compensate iFiber Optix for lost profits, incurred costs, and reasonable allocation of general and administrative expenses relating to the order. Any termination of a PO is subject to a minimum termination charge of 25% (twenty five percent) of the value of the order not shipped, which shall be paid promptly by Buyer.

Warranty and RMA

All sales are subject to iFiber Optix Product Warranty and RMA Terms unless otherwise agreed to in writing by iFiber Optix. iFiber Optix OTHERWISE MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. **RMA: Regular stocked products, not a custom assembly, are returnable within sixty (60) days if the purchase order is over One Hundred Dollars (\$100) at a 15%-20% restocking fees. The customers shall be responsible for all shipping expenses unless agreed to in writing.**

Force Majeure

iFiber Optix is not responsible or liable for any delay or failure to perform or deliver product due to any unforeseen or any unavoidable circumstances out of iFiber Optix's control, including but not limited to: acts of God, fire, flood, explosion, earthquake, war, insurrection, embargo, acts of civil or military authorities, delay in delivery by iFiber Optix suppliers, accident, labor disputes, inability to secure labor, materials, facilities, energy or transportation.