



Terms and Conditions of Sale

1. We may, at anytime, alter or suspend credit, refuse shipment, or cancel unfilled orders when in our opinion the financial condition of the purchaser is delinquent in any payment.
2. No contract exists until buyer places order for delivery and subject order is accepted in writing by seller.
3. Estimates of delivery are made by seller in good faith, but not guaranteed, and seller assumes no liability for loss, general damages, or special consequential damages due to delays or changes.
4. **All goods shall be inspected by buyer, when received and all defective items must be returned within fifteen (15) days of delivery.** Seller's liability shall be limited to replacement or refund of defective items at the seller's discretion, and shall not include any claims for expense or damage by reason of their use. No merchandise will be accepted for return without seller's written authorization. Such returns must be shipped via cheapest method and will not be accepted if C.O.D.
5. Seller makes no warranty with regard to fitness of any goods for buyers intended use, or that products employing buyer's circuit design will be free of defects. **The implied warranty of merchantability is hereby disclaimed.** There are no warranties which extend beyond the description of the face hereof, seller shall have no liability for special or consequential damages of any kind or from any cause what so ever.
6. Seller reserves the right to over and/or under ship by not more than ten percent (10%) of specified quantities.
7. Orders entered upon seller's books cannot be countermanded except with seller's consent and upon terms that will indemnify against all loss.
8. All shipments will be made F.O.B. shipping point. In the absence of specified instructions, the seller will select the carrier. **Title to the material shall pass to the purchaser upon delivery thereof by the seller to the carrier or delivery service.** There upon the purchaser shall be responsible thereof.
9. Unless otherwise stated, terms are net ten (10) days from the date of invoice. The seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms. When partial shipments are made, payments for such partial shipments shall become due in accordance with designated terms upon submission of said invoices.
10. **Prices quoted are contingent upon acceptance by the buyer of the entire order within thirty (30) days from date of acknowledgement, and can be increased or decreased at the seller's option.**
11. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver renunciation is supported by consideration and is in writing signed by the aggrieved party.
12. Buyer agrees to pay all fees; collection fees, legal fees, court costs, or any other associated costs incurred by seller as a result of buyer not paying the seller's invoice within seller's terms.
13. This sales order is made and entered into and shall be governed by the laws of the state of Massachusetts.
14. Payments not paid when due will be subject to a service charge of 1_% per month, "18% per annum" to compensate for loss due to delay in receiving payment.
15. To view eComp's Malpractice Statement, use this link: <https://ecompbiz.com/malpractice/>