

TERMS & CONDITIONS

1275 FAIRFAX AVE. SUITE 202
SAN FRANCISCO, CA 94124
PH 415.643.7032
FAX 415.282.1108
www.eandacables.com



Terms:

Terms are COD or pre-paid, unless Client has been approved for Net Terms, in which case the Net Term will be specified on the invoices. Please, contact our office for a Credit Application Package. Checks must be imprinted with Client's name, current address and phone number.

Visa, MasterCard and American Express credit cards are accepted.

Late Charges and Collections:

Client will be charged \$25.00 for each returned check. Invoices are due on or before the Invoice Due Date indicated on the Invoice. An account that remains unpaid by the Invoice Due Date is considered overdue. Interest at the rate of 18% per annum will be charged on invoices not paid in full by the due date. In the event of collection actions, Client will be responsible for all attorney fees and costs and collection fees incurred.

Prices:

Prices, specifications and availability are subject to change without notice. Products are subject to discontinuance. Proof of trade may be required for Dealer Pricing.

Shipping:

E & A Cables and Accessories (EAC) will charge Client for shipping and/or delivery service expenses incurred. All orders are shipped UPS Ground freight unless otherwise requested by Client. Unless otherwise agreed to in writing, delivery will be made F.O.B. EAC. Claims for loss must be made to carrier. Other claims for shortage must be made to EAC within five (5) business days of delivery.

Limited Warranty:

EAC warrants that all products sold, custom or stock, are free from defects in materials or workmanship. EAC will repair or replace, at its option, all defective materials or products returned freight prepaid.

EAC'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS FOR REPLACEMENT OF THE PRODUCTS OR PARTS BEING REPAIRED OR OF THE ITEMS SUPPLIED BY EAC.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY. EAC EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

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Liability:

Abuse, alteration or misuse of products cancels all warranties or guaranties. EAC shall have no liability or responsibility to Client or to any other person or entity with respect to any liability, loss or damage caused directly or indirectly by EAC or a manufacturer or third party products, parts or units or programs sold or provided by EAC or a manufacturer or third party EACs, including, but not limited to, any interruption of service, loss of business or anticipatory profits or consequential damages resulting from the use or operation of the products.

Returns/Refunds:

Customized or specially constructed products are not returnable. Stock cables or accessories will be accepted for return at the discretion of EAC and within 30 days of the invoice date. A restocking fee of up to 25% may apply. Returns will not be accepted without an RMA number. Returned product must be in original condition, with all original packaging materials. For returned items that were purchased via check, there will be a ten-day bank clearance period from the date of purchase before a refund check can be issued and mailed. If a credit card was used for the purchase, the account will be credited for the appropriate amount the same day the item is returned. Sorry there are no cash refunds.

Title and Security Interest:

Title to the products passes from EAC to Client when the products are delivered to Client or to Client's authorized representative or when products are shipped via third party (such as UPS).

Client hereby grants EAC a Security Interest in the products wherever located, and in all replacements or proceeds of the products, until Client pays EAC in full for the products, including paying EAC for any late charges and costs of collection. Client consents to EAC's use of this Agreement, as well as their invoices, as financing statements for protecting this Security interest and appoints EAC as Client's agent for any necessary signatures on such filings.

Force Majeure:

Except for Client's obligation to pay for the products delivered and/or services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include but are not limited to accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of electricity or the Internet or a portion thereof.

Sales Tax:

All California orders will be taxed unless a valid California Reseller's Permit number is provided prior to invoicing. Tax-exempt entities, such as consulates and diplomatic personnel, must show proof of tax exemption. Non-profit organizations are taxable. EAC requires a signed California Sales Tax Resale Certificate to be kept on file at EAC.