

# TECHSPAN

## TECHSPAN TERMS AND CONDITIONS OF SALE

### MINIMUM ORDER:

Techspan Electrical: \$100 plus freight charges

Techspan Automotive: \$50 plus freight charges

- Cole Hersee Products: Non-stock items are subject to a Special Order (SO-##) quantity as indicated in the price list. Formerly known as 'Non-Stock Minimum' (NSM-##).

**TERMS:** Terms are Net 30 days OAC. Invoices are dated as of date of shipment. Any unpaid balance shall be subject to a late charge of 2% per month thereafter.

**PRICING:** Prices are FOB Mississauga and Burnaby. Prices quoted are subject to change without notice. Customer orders will be invoiced using pricing in effect at date of order.

**DELIVERY:** Shipments are FOB Mississauga and Burnaby. TECHSPAN shall not be liable for any loss or damage resulting from any delay in acceptance of the order or the delivery of the Goods.

**FREIGHT SHIPMENTS:** Freight will be prepaid on each order for materials equaling or exceeding;

Techspan Electrical: \$500

Techspan Automotive: \$300

Special handling and airfreight shipment costs will be billed on a prepaid and charge basis. Techspan reserves the right to specify routing on all freight allowed orders.

**CLAIMS FOR SHORTAGES:** All claims for shortages must be made within 48 hours of receipt of shipment at destination.

**CREDIT:** TECHSPAN may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to TECHSPAN when, in TECHSPAN's opinion, the financial condition of Buyer or other grounds for security warrant such action.

**RETURNED GOODS:** Goods returned from any source will not be accepted unless TECHSPAN has issued a written Return Material Authorization form, this RMA # should be put on the waybill so it will not be refused. All requests for returns must also be issued in writing by mail or fax. TECHSPAN may impose a restocking charge for any such returns.

1. Minimum return value is \$100
2. We require an offsetting order for all returns.
3. We request that any shipping discrepancies be reported within 48 hours of receipt of goods.
4. Any return in excess of \$300 must be inspected at the customers' warehouse by the Techspan field sales representative BEFORE the RMA is issued. (i.e. sign off)
5. All shipments must be returned pre-paid, unless we can confirm that it is a Techspan Industries error. Collect returns will be refused unless authorized by our inside sales agent.
6. All returns are subject to a 20% restocking charge unless returned under our Special Exchange Program outlined below. Items will be priced at original price paid.
7. Products must be in original package, individually marked with the exact Techspan part #, and must be in perfect condition to be resold. All incoming return material will be inspected. If repackaging is required to return the product to selling condition, a further 35% repackaging charge will apply.
8. Made-to-order products are non-returnable.
9. Specials are non-returnable. Techspan describes specials as large quantities of part numbers in which the quantity produced and delivered exceeds 6 months of normal unit sales.
10. All utility products are made-to-order and therefore are non-returnable.
11. Adhesive products (MPNY's, markers, etc.) have a 24-month ideal shelf life and cannot be returned if more than 18 months old.
12. Wire duct, raceway, 4-foot heat shrink pieces, din rail, and expired products are not returnable.
13. Private labeled product is non-returnable. (or co-labeled with customer name)
14. Total returns in one year may not exceed 10% of the previous 12 months of total purchases by any one customer.
15. RMA's will not be issued to non-stocking distributors of TECHSPAN products.
16. Special and Custom-made material, as well as ALL TOOLS are specifically non-returnable.
17. Cole Hersee products: Special and Custom-made material, (which includes items marked as Special Order (SO), Non-Stock, (NSM)) as well as ALL TOOLS are specifically non-returnable.

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## **SPECIAL EXCHANGE PROGRAM**

As a valued distributor partner of Techspan, you are entitled to participate in our Special Exchange Program.

1. Once per year, stocking distributors may exchange slow moving part numbers for an order of equal value of faster moving part numbers. There will be no restocking charge applied to these exchanges. The RMA and replacement order of equal value must be entered simultaneously.
  - Return cannot exceed 10% of the previous 12 months' sales
2. Distributors who intend to discontinue their partnership with Techspan or intend to replace certain Techspan parts with equivalent parts from another competing manufacturer are not entitled to use the Special Exchange Program.
3. All other Returned Material Policies listed above apply to the Special Exchange Program.

**QUOTATIONS:** All verbal quotations automatically expire 48 hours from the date quoted unless otherwise specified. Written quotations expire in 60 days unless otherwise specified.

**CREDIT:** Techspan may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Techspan when, in Techspan's opinion, the financial condition of Buyer or other grounds for security warrant such action.

**WARRANTY:** TECHSPAN warrants products to be free from defects in material and workmanship for a period of one year from the date of purchase, assuming normal and proper usage. The only exceptions are products made of plastic that may break down under certain ambient conditions. Buyer waives any right to assert any claim against TECHSPAN and its' Suppliers arising from any non-conformity of Goods which would have been observable on reasonable inspection or testing within 30 days after delivery.

- Product must be returned freight paid by customer for warranty inspection. Freight will be compensated if item is deemed eligible for warranty

Product will be tested upon return:

- a. if product is defective, we will replace or repair it and send it back prepaid
- b. if product is not defective, product will be returned to the customer (freight paid by customer)

Bayco Products:

This warranty does not cover:

- Normal wear and tear
- Cosmetic damage
- Damages which occurred in shipment or failures which are caused by accidents, misuse, abuse, faulty installation and lightning damage
- Consequential damages, incidental damages or incidental expenses, including damage to property
- This warranty does not apply to certain Bayco professional products that carry a specific warranty unique to those products
- Alkaline AAA batteries for 1100-series

If this product is for rental purposes, the warranty term is reduced to 90 days from the date of purchase.

Note: NSR-9810/NSR-9811/NSR-9812/NSR-9850 carries a lifetime warranty on LEDs, 2 years on battery packs and chargers from date of purchase, limited lifetime on the housing [excludes normal wear and abuse].

**ACCEPTANCE OF THESE CONDITIONS:** When placing a purchase order for TECHSPAN products, the customer accepts all terms & conditions of sale as presented above. TECHSPAN must make any departures from these terms & conditions in writing.

**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE**