



## TERMS and CONDITIONS, Effective 1-15-2015

**Open Accounts within the USA** - Anaheim Automation, Inc. extends credit to Government agencies, industrial and distributor accounts with a good credit rating. Companies may apply for an open account by supplying credit information to AAI's Accounting Dept. Credit information supplied by the customer/buyer shall become part of the Credit Application and any false or misleading information shall constitute fraud. A prospective customer may also use our Application for Credit form found in this section.

**Open Accounts outside of the USA** - Anaheim Automation does not extend credit to individuals, industrial or distributor accounts until the account has done consistent business over a 12- month period of time. For the first 12 months, companies may purchase up to \$1,000.00 per order, by using a major credit card, or a prepayment via wire transfer. After 12 months, companies can apply for an open account by supplying credit information (see Credit Application Form).

**Orders are shipped prepaid, COD, wire-transfer, VISA, MasterCard, American Express, or Discover, until an open account is established.**

**Payment Terms for Open Accounts** - Due to the low prices that AAI offers, terms are strictly Net 30 days from the Invoice date.

**Account Management and Remedies** - In the event it becomes necessary for AAI to file suit to enforce payment of past due invoices, such a law suit will be brought in Orange County, California, USA. AAI shall be entitled to collection of fees, court costs, and interest at 10% per annum or such legal maximum rate as is allowed, on all invoice amounts past due. All purchases are governed by the laws of the State of California.

**Shipping** - Anaheim Automation, Inc. ships UPS Ground as its standard carrier. If the customer prefers another carrier, and/or prefers to use their company's account number, or requires a premium routing method, this information must be clearly stated on the Purchase Order and confirmed, in writing, by AAI. The customer must authorize any additional expenses that will incur. If quoted "stock," and AAI has received a Purchase Order, or an online order by noon PST, the order will ship the following business day, in most cases. For customers with an URGENT request, there's a possibility to ship later the same day an order is placed. However, an "expedite fee" will be charged, along with any other expenses incurred to fulfill such a request. **PLEASE NOTE: Estimates of delivery are approximated as closely as possible, but are subject to estimates made by AAI's suppliers, carriers, weather conditions, strikes, disputes, accidents, delays in transportation, material, fuel, or labor shortages, or any other cause beyond reasonable control of AAI. In no event will AAI assume any responsibility for any delays in shipments or deliveries. FOB is Anaheim, California, USA.**

**Expediting Orders** - If orders must be expedited, interfering with the normal flow of AAI's manufacturing or shipping schedules, an expediting fee (minimum \$50.00) will incur. Contact Customer Service for more details regarding this fee and/or other options to consider.

**Blanket Orders** - All Blanket Orders must include a written Purchase Order, and must list scheduled release dates within a 12 month period. Any changes to the Blanket Order schedule must be agreed upon by AAI, and a written "Change Order" must be processed to confirm such changes. Two reschedules are allowed per year for each Blanket Order.

**NOTE: Blanket Orders are Non-Cancelable and Non-Returnable.**

**Shortages or Damages** - All claims for shortages or shipment errors must be made within 30 days of the shipment date. AAI's liability is limited to the value of material value on the invoice. *Claims for other loss or damages in transit* are filed with the carrier, such as UPS, FedEx, etc, by the customer.

**Discontinued Items** - Items are subject to change or discontinuance without notice. Contact Customer Service for advice on possible substitution for your application.

**Returns (RMA) and Repairs** - Any item being returned to AAI must have a RMA (Return Materials Authorization) number assigned by AAI. The RMA number must be referenced on all the paperwork accompanying the return/repair. Items that do not reference the RMA number will not be processed. Do NOT return product using a Debit Memo. Product must be shipped with freight prepaid. **Please Note: No product will be accepted for Credit after 30 days from the date of shipment. Special, custom or modified products are Non-Returnable, and no credit shall be offered.** Products in need of repair must have previous authorization to return it to AAI. It is critical to do so, as the advice the AAI can offer is invaluable, and often saves the customer money. The factory will determine upon inspection whether the product is covered under warranty. AAI charges a "flat-rate repair charge" based on model number, regardless of the problem found. This is charged for all repairs, including those where no problem is found, as inspection, test and burn-in is time-consuming.

**Cancellations and Restocking Charges** - Cancellation of any order must be approved by AAI and will be on terms that protect AAI from any loss. The restocking charge is 15% on all product returned. The minimum restocking charge is \$25.00. Returns must be made within 30 days of the date on the Packing List/Invoice. Shipping expenses are paid by the customer. All products are subject to factory inspection and must be in resalable condition to receive credit. **Special, custom and modified products are Non-Returnable and Non-Cancelable (NCNR Agreement Applies)**

**Limited Warranty** - AAI products are warranted against defects in workmanship and materials, when used under normal operating conditions and when used in accordance with the factory's specifications. This warranty is in effect for a period of 12 months from the date of purchase. AAI will repair or replace at its' option, any products found to be defective and are within the warranty period. AAI is not responsible for removal, installation, or incidental expenses incurred in shipping to and from AAI, and is not liable, under any circumstances, for any consequential, incidental or indirect damages or expenses associated with the warranted product. Product that is damaged due to misuse, abuse, negligence, exposure, accident, improper installation or hook-up, or has been modified or dismantled, is NOT covered under the warranty. **NOTE: To receive the full benefit of the warranty period, it is advisable that customers rotate their older stock on hand when receiving routine shipment.**

**Engineering or Technical Assistance** - Technical assistance is available at no charge to help the customer in choosing products for a specific application. However, any selection, quotation, or application suggestion offered from AAI, its' representatives or distributors, are only to assist the customer, and in all cases, the determination of fitness for purpose or use are solely the customers' responsibility. While every effort is made to offer solid advice and to produce technical data and illustrations accurately, such advice and documents are for reference only, and subject to change without notice. Programming of product is the customer's responsibility.

**All Sales are made pursuant to the Terms and Conditions herein, are in lieu of any other expressed or implied terms, including but not limited to any implied warranties.**

**HELP US TO SERVE YOU BETTER ~ Please check for accuracy on all Order Confirmations, Packing Lists and Invoices immediately upon receipt. Please notify our Customer Service department as soon as possible, should you discover any errors in our correspondences, paperwork, web site or literature. THANK YOU!**

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