

Terms & Conditions of Sale

1. TC Communications, Inc. (TCCI) shall not be bound by the terms of any purchase order other than the terms of sale herein.
2. Shipments are F.O.B. Irvine, California with carrier designated by TCCI unless otherwise agreed.
3. All applicable taxes are in addition to the prices quoted unless proof of exemption is provided.
4. Acceptance of this order is subject to the approval of the credit department of TCCI. TCCI reserves the right to cancel/refuse any order for payment deficiencies.
5. The assignment by purchaser of an order in whole or in part without the prior written consent of TCCI shall be void.
6. TCCI shall not be responsible for loss or damage to property of the purchaser in the custody of TCCI.
7. TCCI makes every effort to ensure that quoted lead times are correct, however lead times are subject to change and will be confirmed at time of order confirmation.
8. If this purchase is for the manufacture/sale of TCCI product that will be modified beyond TCCI standard specifications, purchaser warrants to TCCI that it will indemnify and save harmless TCCI from any claims and/or judgments based upon any infringement of any patent rights claimed by anyone making such claim. The purchaser shall defend said action at his own expense and without charge to TCCI.
9. Orders for standard products may be cancelled prior to shipment by agreement between buyer and seller.
10. Any defective product in warranty (IW) must be returned to the seller prepaid shipping by the buyer. TCCI will pay shipping charges for returning products to the buyer.
11. TCCI does not accept ownership of products returned out of warranty (OOW). TCCI shall inform the buyer of all charges for repairs (prior to repair) and shall obtain verbal or written authorization to proceed with such repairs.
12. TCCI will not accept any returned products (IW or OOW) unless accompanied by an authorized Return Material Authorization (RMA).

Payment

13. All payment shall be made in U.S. dollars.
14. Payment, unless otherwise previously arranged with TCCI, for this order shall be payment in advance (PIA) or certified check.
15. Checks which are unpaid for any reason shall be subject to a thirty (\$30) dollar processing fee. Late payment shall be subject to a (2%) interest charge on the total invoice price per month until paid in full.
16. All costs and expenses incurred by TCCI for collecting monies due (including but not limited to attorney's fees and collection agency fees) shall be paid by the purchaser.

Warranty Policy

17. Defective products returned to TCCI (IW) will be repaired or replaced, free of charge, at the sole discretion of TCCI.
18. TCCI warranty does not cover damaged products resulting from buyer's misuse or abuse. The seller reserves the right to make a final judgment regarding the nature of the defect.
19. TCCI warrants that the products delivered shall be free from defects in materials and workmanship when shipped from the factory. TCCI makes no other warranties of any kind, expressed or implied.
20. The TCCI warranty period for products covered shall commence from the date of shipment from the factory and remain in effect for a period of five (5) years. (TCCI 5-year warranty policy was implemented January 1, 2002.)
21. TCCI shall not be held responsible for any warranty of any product deemed "outside of warranty".

Return Material Authorization Policy

22. Buyer agrees to abide by TCCI return material authorization (RMA) policy as follows:
23. Any defective product must be returned with a Return Material Authorization number, RMA, and can be obtained from the Customer Service department at TCCI prior to the return of the product.
24. Any product delivered to TCCI without the RMA number shown clearly on the outside of the packaging shall be refused and returned to the buyer at the buyer's own risk and expense.
25. A request for an RMA number must include the original invoice number, date of the original order, and a description of the defect.
26. TCCI will evaluate the defective product and assess the proper credit or applicable charges. In the case of charges to the buyer for repair, TCCI shall obtain buyer's authorization before repair work is started.
27. New unused TCCI products approved for return by TCCI shall be subject to a 15% restocking charge if returned within 30 days of shipment and 30% if returned within 90 days of shipment.
28. LIMITATION OF LIABILITY
29. TCCI shall not be liable for any compensatory, consequential, punitive, or other damages as a result of normal or abnormal usage of the products.
30. In no event shall any liability apply to TCCI outside the realm of product specification.
31. TCCI shall not be responsible for delays or non-deliveries directly or indirectly resulting from or contributed to by foreign or domestic embargoes, seizure, fire, flood, explosion, strike, act of God, vandalism, insurrection, riot, war, or the adoption or enactment of any law, ordinances, regulation, or ruling or order or any other cause beyond the control of TCCI.
32. TCCI shall not be responsible for loss or damage in transit and any claims for such loss or damage shall be filed by the purchaser with the carrier.

Jurisdiction

33. This purchase and any contract arising out of the acceptance thereof shall be constructed in accordance with the laws of the state of California. For purpose of applying California law, this purchase and any agreement arising out of the acceptance thereof, shall be deemed to have been entered into and wholly performed in California, all disputes arising from or relating to this purchase, or any agreement arising from or relating to this purchase, or any agreement arising out of the acceptance thereof, shall be bound by the laws of the State of California, U.S.A.



17881 Cartwright Road Irvine, CA 92614 | +1-949-852-1972 | tcomm.com

Note: Information contained in this document is subject to change without prior notice.
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