

TERMS AND CONDITIONS

1. ORDERING - The acceptance of your order is limited to and made conditional based on the terms and conditions stated herein. The minimum order is \$50.00. You may request to have your order shipped allowing for backorder, shipped complete, or staged for delivery at a future date. Talley reserves the right to accept or reject any order at our sole discretion.

2. PRICING - All pricing is subject to change without prior notice and changes are usually in response to manufacturer's price changes. Prices are exclusive of any applicable state sales taxes, freight, handling and insurance charges. Freight quotations are estimated only. Pricing levels are based on order trend and volume over a period of time. Contact your Talley Representative to learn how to reach the maximum levels.

3. PAYMENT TERMS - Please contact our Credit Department at (800) 949-7079 if you would like to establish an open account with Talley Communications ("Talley"). Business may be conducted during the interim credit application/approval process by using any major credit card or a cashier check/money order. The following conditions apply to open accounts:

- a. All payment must be made in U.S. funds.
- b. Payment terms are standard net 30 days unless otherwise stated on the invoice.
- c. Overdue invoices are subject to a 1.5% per month late payment charge. Talley does not send a monthly statement unless requested by the Buyer; accordingly, the invoice should be used as the basis for payment.
- d. Returned checks are subject to a \$25.00 service fee.
- e. Talley shall be entitled to recover reasonable attorneys' fees and costs if legal actions or other collection proceedings are required to collect monies due from the Buyer.
- f. Talley reserves the right to change the terms of sale at any time.

Since **International** orders normally require special processing, please contact the Talley Credit Department for payment terms relating to those shipments.

4. TAXES - If applicable, state sales tax will be added to your invoice unless an acceptable resale tax exemption certificate is provided.

5. DELIVERY - Talley shall make reasonable efforts to meet delivery and performance dates but shall not be liable for delays due to causes beyond its control. All in-stock UPS shippable orders placed before 2:00pm will ship the same day. Orders requiring cable processing may delay your order by one day. Will Call service is available, please allow two hours to process your order before pickup.

6. SHIPMENT and RISK OF LOSS - U.S. Domestic orders are FOB destination. Freight prepaid and billed, unless otherwise specified at time of quotation. Talley will prepay and bill to Buyer all shipping, handling and insurance charges on all orders unless otherwise specified at the time of the order. Talley reserves the right to choose the freight carrier unless otherwise specified by the customer. **International** shipments will be made via your preferred freight carrier or shipped to your freight forwarder. Export packaging is available at an additional charge. The customer will be responsible for all insurance, customs and duties charges. Title and risk of loss shall pass to the Buyer upon delivery to carrier. Risk of loss or damage from point of shipment shall fall upon Buyer whose responsibility will be to file all claims with the carrier.

7. DAMAGES IN TRANSIT/CLAIMS - Please inspect all shipments thoroughly for damage before accepting from carrier. When damage is found, take exception on the bill of lading or refuse the shipment. If no exception is taken at time of receipt, Talley has no recourse with the carrier. Don't hesitate to call if you require our assistance.

Claims for shortages must be made with Talley Communications within 48 hours after receipt of goods. All claims for concealed damage must be made with Talley 24 hours after receipt of goods. Please inspect all shipments thoroughly.

8. CUSTOM PRODUCTS & ASSEMBLIES - Talley Communications requires an engineering and purchasing approval sign-off for special orders and custom products. All cable assemblies are classified as custom products. All such items are considered noncancellable, nonreturnable and nonrefundable unless defective. All such defective items will be repaired or replaced only.

9. WARRANTIES - All warranty items shall be repaired or replaced in accordance with the manufacturers' guidelines. Any warranties expressed or implied are set forth and limited by and to the manufacturers' written warranty policy on products that Talley sells. **TALLEY MAKES NO WARRANTY RESPECTING THE**

MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

10. SPECIFICATIONS - All specifications represented in this catalog are derived from the manufacturers specifications. Product specifications and design changes are subject to change by the manufacturers without notice.

11. CHANGES/CANCELLATIONS - Orders shall not be subject to cancellation or modification either in whole or in part without Talley's written consent and then may be subject to payment of a reasonable and proper charge that will reimburse Talley for applicable costs incurred by virtue of the order.

12. RETURNS POLICY - Before any product returns can be accepted, please call 800-949-7079, e-mail cs@talleycom.com or fax 562-906-8080 to request a Return Goods Authorization ("RGA"). If authorized, you will be given an RGA number by our Customer Service Department. All returned items are to be shipped back freight prepaid at Buyers expense unless Talley has approved other arrangements in writing. Your RGA number will only be valid for 30 days.

Talley will only issue credit for returned items that are new, in warranty, non-defective and in their original manufacturers' packaging. All return requests must be made within 30 days of purchase. Special orders, cut cable and jumper assemblies are not returnable.

Defective products will be repaired or replaced based on the manufacturers' warranty policy. Items ordered incorrectly, and other authorized returns, are subject to a restocking fee of no less than 15%.

DEFECTIVE ITEMS

All defective merchandise must be returned to Santa Fe Springs, CA

Provide a detailed explanation of the defect problem with the item being returned

Reference the **RGA** number on outside of all packages and packing slips and return to:

Talley Communications
Customer Returns - **RGA #** _____
12976 Sandoval Street
Santa Fe Springs, CA 90670

13. LIMITATIONS OF LIABILITY - In no event shall Talley be liable to the Buyer under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to, such losses as: (i) wages paid to Buyer's employees or other manual labor costs, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement or temporary equipment, facilities or services, (v) cost of capital, (vi) costs or losses relating to downtime, or (vii) any other indirect, special, consequential, or other similar damages arising out of any claim relating to Buyer's purchases of goods or services from Talley. **Talley's liability to Buyer shall in no event exceed the purchase price of the nonconforming goods or services gives rise to Talley's liability to Buyer.**

14. AMENDMENTS - Buyer agrees to be bound by these Terms and Conditions in effect at the time of purchase. Buyer also agrees that Talley may change any of the Terms and Conditions upon 15 days written notice to the Buyer and that such changed Terms and Conditions will apply to any subsequent transactions with Talley. Additionally, Buyer agrees that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

15. GOVERNING LAW - These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California for agreements to be performed entirely within the State of California, without regard to choice of law provisions.

16. GENERAL - Buyer acknowledges that Buyer has read these Terms and Conditions, understands them, and agrees to be bound by such Terms and Conditions. All typographical errors are subject to correction.