



## TERMS AND CONDITIONS OF SALE

In these terms and conditions, Detection Instruments means Detection Instruments Corporation and "the Customer" means the individual or organization placing an order for goods or services with Detection Instruments.

### 1. PRICING:

Unless stated otherwise, prices quoted are in U.S. Dollars, are valid for 30 days, do NOT include GST where applicable.

### 2. ORDERING:

Placing an order with Detection Instruments will indicate automatic acceptance of these terms and conditions.

### 3. DELIVERY:

Customer will supply complete shipping details. Goods to be shipped within 21 days after receipt of order. Freight is F.O.B. Phoenix, Arizona, USA. Customs and duties are responsibility of the Customer.

### 4. PAYMENT TERMS:

Payment terms are strictly net 30 days from date of invoice. Statements will be mailed to assist account reconciliation and prompt payment. Detection Instruments reserves the right to suspend shipments to any Customer whose account is overdue. Unless the intention to finance the purchase of goods under lease is notified at time of ordering, the order will be subject to Detection Instruments normal trading terms.

### 5. SALES TAX:

Sales tax will be charged to sales made within the State of Arizona unless a valid sales tax exemption number has been provided.

### 6. CLAIMS:

Unless claims for non-delivery of goods, incorrect delivery of goods and delivery of goods not in accordance with orders are notified in writing to Detection Instruments within seven (7) days from date of delivery, then the said goods are deemed to be in all respects in accordance with the order and the Customer shall be liable for and bound to pay for the goods. Written notices must give details of: (a) invoice number, (b) invoice date and (c) reason for claim.

### 7. RETURNS:

Goods ordered and shipped may only be returned after written authorization has been given by Detection Instruments and any credit due or any repair replacement under warranty shall be determined after inspection. A restocking fee equal to thirty (30) percent of the sale price may be applied to goods returned for credit. Except for warranty claims, returns will not be accepted for any reason after sixty (60) days from date of shipment. Goods approved by Detection Instruments for return must be sent freight prepaid unless otherwise arranged with Detection Instruments. Goods approved by Detection Instruments for return freight collect will only be accepted if sent by Detection Instruments nominated carrier.

### 8. DELAY IN DELIVERY:

Detection Instruments undertakes to make every effort to ensure that goods are delivered within the quoted delivery time. Orders for goods not delivered within the quoted delivery time may only be cancelled by the Customer giving Detection Instruments seven (7) days notice in writing of the intention to cancel such order and providing the goods have not been delivered by Detection Instruments within those seven (7) days.

### 9. BACKORDERS:

All goods that are not in stock will automatically be placed on backorder unless otherwise instructed by the Customer at the time of ordering.

# **DETECTION** **INSTRUMENTS** *Corporation*

## **10. OVERDUE ACCOUNTS:**

Detection Instruments may charge the customer bona fide reasonable costs including the cost of any bank fees for dishonored checks, collection agency, attorney or other legal or accounting costs incurred in the collection of monies overdue. These costs are to be in addition to any award of costs by a court of competent jurisdiction.

## **11. PASSING OF PROPERTY:**

Until the customer has paid in full for the goods ordered, legal and equitable title of those goods remains with Detection Instruments and the Customer shall merely be a bailee and fiduciary owner of the goods. By the giving of reasonable notice Detection Instruments may require the Customer to return any goods which are the property of Detection Instruments.

## **12. WARRANTY:**

Warranty on goods supplied and work performed is limited to the repair or replacement of the goods due to defects in materials and workmanship for a period of twelve (12) months from date of delivery. Without limited the generality of the foregoing the aforesaid warranty does not extend to repair or replacement of the goods occasioned by:

- (I) The misuse, neglect or alteration in any manner by the customer, its agents or employees or any third party;
- (II) The failure of the Customer to comply with any instructions or literature supplied with the goods relating to the storage, installation, operation or servicing of the goods.

## **13. LIMITATION OF LIABILITY:**

Detection Instruments will not be liable for any loss or damage arising from or alleged to have arisen from delay in delivery, malfunction or failure of any products or services provided.

## **14. REPAIRS:**

Goods returned for repair should be accompanied by a full report listing the faults found and the work required to be done. No work will commence until the Customer provides Detection Instruments with an official order number or written authorization to proceed with the repair.

## **15. AMENDMENTS:**

Amendments to these trading terms will not be binding unless made in writing and signed by an authorized officer of Detection Instruments.