

## TERMS AND CONDITIONS FOR NON-CATALOG POWER SUPPLIES

**Prices:** All prices are F.O.B. factory, San Diego. Federal, state and local taxes are not included and will be added where applicable.

**Terms:** Net 30 days, subject to credit approval, from date of shipment.

**Shipment:** All orders are shipped surface freight collect unless otherwise instructed. Location permitting, small shipments are made by United Parcel Service (UPS); larger shipments, by insured motor. Shipments can be made by air upon request. Every effort is made to adequately pack products. However, if the products are received in damaged condition, it is the customer's responsibility to contact the carrier and file a claim for damages.

**Reschedules:** Require minimum 60 days notice from date of schedule shipment. Tamura Corp of America will try to meet all requests for early delivery.

**Warranty:** Tamura Corp of America warrants each product of its manufacture that does not perform to the agreed upon specification as a result of defective material and/or workmanship, for a period of one (1) full year from the date of shipment to the original purchaser. Tamura Corp of America's obligation under this warranty is limited to servicing or adjusting any product returned to the factory for that purpose, or replacing any defective parts.

Transportation charges are to be prepaid by the customer and a Return Material Authorization (RMA) number must be obtained from Tamura Corp of America Customer Service before returning for warranty examination.

If the failure has been caused by misuse, operation in excess of the specification or modifications by the customer, repairs shall be billed at cost; in such cases a cost estimate shall be submitted before work is started. **This warranty is in lieu of all other express or implied and constitutes fulfillment of Tamura Corp of America's liabilities to the customer. Tamura Corp of America will assume no liability for consequential damages; for anticipated or loss of profits, incidental damages or loss of time or other losses incurred by the customer or any other third party in connection with product covered by this warranty or otherwise.**

**Order Cancellation:** Requires minimum 90-day notice. Customer will be charged for all finished goods, Work in Progress, all unique components used in the manufacture of the custom power supply as well as all cancellation charges from the procurement of said parts.

## NRE CANCELLATION CHARGES

**Modified Standard Product:** Full charge for NRE, engineering/mechanical work ONLY when cancellation confirmed in writing ninety (90) days prior acknowledged ship date.

**Customs:** Full charge for NRE, engineering/mechanical only when cancellation confirmed in writing ninety (90) days prior to acknowledged ship date.

All Modified Standard and Custom Products are not returnable for credit except for warranty/repair work.