

**VALDOR FIBER OPTICS**  
**STANDARD TERMS & CONDITIONS**

Effective June 1, 2009

- FOB:** Shipping point, Hayward, California 94545
- FREIGHT & INSURANCE CHARGES:** Freight and insurance charges will be prepaid by Valdor and invoiced to buyer unless special account is specified by buyer.
- Insurance will be automatically included for shipment over \$1500 unless instructed otherwise by buyer. In that case, the buyer shall bear the risk of in-transit loss or any damage claims entirely.
- SHIPMENTS:** When a carrier is not specified, shipment will be made by common carrier available. RUSH ORDERS will be shipped specified on the purchase orders.
- PRICE LIST/PRODUCT SPECS:** All prices and product specifications are subject to changes without notice. Contact Valdor's Sales Department for quotation to confirm price, product specifications and delivery.
- QUOTATION PRICES:** Quoted prices are valid for 30 days. Valdor reserves the right to correct any errors in pricing. Product changes or modification to original orders are subject to additional charges at Valdor's prevailing rates.
- LIMITED WARRANTY:** One year (from invoice date) against defects in materials and workmanship. Valdor's responsibility is limited to repair or replacement. All products need to be returned to the Valdor Fiber Optics Facility under a Valdor's issued RMA number at Buyer's shipping expense. This warranty does not apply to any products that have been repaired or altered except by Valdor, or which have been subject to misuse, negligence, or accident. In no case shall Valdor's liabilities exceed the original purchase price of its products.
- CANCELLATION:** Orders placed with Valdor Fiber Optics, Inc. cannot be cancelled or changed without Valdor's written consent.
- RESTOCKING CHARGES:** Valdor will charge a restocking fee of 15% to buyer for any cancelled and returned items not due to defects in materials and workmanship. Any returned item(s) must have a RMA number (Return Merchandise Authorization) issued by Valdor and at Buyer's shipping expense. Product(s) must be received within 30 days of the initial purchase date from Valdor or its authorized distributors
- Returns requested after 30 days but no later than 60 days of initial purchase date are subject to a 25% restocking fee. No returns will be accepted after 60 days.
- All returns must include every component originally shipped with the product. Any missing components will be charged to the buyer.
- All custom fabricated orders shipped are non-returnable and non-refundable.
- BLANKET ORDERS:** Valdor offers one-year and multi-year blanket orders based upon scheduled monthly releases. If a buyer chooses this purchase/payment option, Valdor reserves the right to impose penalties specified if the buyer does not take delivery of at least 80% of its committed deliverables within the 12-month period. Please contact Valdor for details.
- PAYMENT TERMS & PENALTY:** Net 30 Days for Approved Credit. Extended term maybe granted upon further qualification. Late payment penalty is 1.5% per month from Invoice Due Date. New customer with no credit history with have a COD payment term.
- CREDIT APPROVAL:** Acceptance, shipment, delivery and performance of work hereunder are contingent upon Valdor's approval of buyer's credit standing.
- SPECIAL SALES CONDITION:** The buyer is urged to purchase Valdor supplied connectors, splices, ferrules and other related components for the Impact Mounting applications. As these components have been tested and are approved. Use of unapproved components may void the warranty set forth above, where defective components can cause tool damage. Furthermore, purchase of Valdor's patented impact tool does not convey to the buyer the right to purchase components from third parties that are covered by other Valdor patents.