



BTR Netcom Inc. - Terms and Conditions of Sale

1.) CHANGES IN DESIGN/ERRORS

BTR Netcom Inc. reserves the right without liability and without notice to modify products prior to delivery. In addition, BTR Netcom Inc. reserves the right to replace or discontinue products. Also, BTR Netcom Inc. reserves the right to correct clerical and typographical errors on any quotation, acknowledgement, and invoice, catalog, and price sheet or product publication.

2.) PRICING

Price in effect at time of shipment shall prevail unless agreed upon in writing prior to time of order. A minimum charge of \$200.00 applies on each order. Discount for early payment shall be outlined on your invoice. Open accounts unpaid beyond their due date will bear interest at a rate not to exceed the highest rate legally permissible in the state of the buyer. If BTR Netcom Inc, retains an agency and/or attorneys to collect amounts overdue, all collection costs, including reasonable attorney fees, shall be payable to buyer. In the event payment for products becomes past due, BTR Netcom Inc., will have the option to cancel or delay shipment of orders of buyer previously accepted, to declare all sums owing from buyer to be immediately due and payable, and to cancel any line of credit previously extended.

3.) SHIPMENTS

Sales are made F.O.B. seller's location; Tinton Falls, N.J. Dates for delivery of products are estimates only. Buyer will bear all costs, insurance premiums, freight and other expenses incurred after BTR Netcom Inc., has placed products in the custody of a carrier. Buyer must present any claim that an erroneous shipment has been made within 30 days after delivery, but buyer shall honor seller's invoice in accordance with its terms with respect to all of the goods not included in such claim.

4.) RETURNS/CANCELLATIONS/CHANGES

Buyer shall not return any of the goods to seller until buyer has requested in writing seller's permission to do so and seller has specifically authorized such return in writing. Buyer shall pay to seller a restocking charge of up to 50% of the originally invoiced value of the goods returned, for the purpose of reimbursing seller's administrative costs and shall pay such additional sums as seller may reasonably determine in order to cover seller's actual costs of retesting, reconditioning and repackaging the goods. Buyer may not cancel this contract whole or in part.

5.) DISCLAIMER

Seller shall not be liable for any delay in its performance or for its failure to perform under this contract if such delay or failure shall result directly or indirectly from an act of God or of the public enemy or from any other circumstance whatsoever not reasonably within seller's control, including without limitation strikes or other labor disputes, embargoes, the unavailability of transportation facilities, casualties such as fire or explosion, and the acts, regulations or restrictions of government authorities.

6.) TAXES

Prices are exclusive of all taxes by any governmental authority.

7.) CREDIT

BTR Netcom Inc. reserves the right to refuse making shipment in the event your credit standing is deemed to be unsatisfactory at that time.

8.) WARRANTY

BTR Netcom Inc. warrants its products against defects in material or workmanship for a period of one year from date of delivery. We shall repair or replace at our discretion, products returned to us within warranty period with shipping charges prepaid and which will be found to be defective upon our examination. Products subjected to misuse, negligence, accidental damage, or unauthorized tampering will not be honored. This warranty represents our only obligation and is in lieu of all other warranties expressed or implied.

9.) GOVERNMENT COMPLIANCE

Seller agrees to comply with all federal, state, and local laws and regulations applicable to the production and sale of the goods. Any specific provisions required by any law, order or regulation to be included in this contract shall be deemed expressly incorporated by this reference as if fully set forth herein.

10.) TRADEMARKS

Buyer will not use any registered trademarks or any intellectual property rights of BTR Netcom Inc., without BTR Netcom Inc.'s prior written consent.

Remittance/Correspondence/Delivery:
BTR NETCOM, Inc.
200 Tornillo Way
Tinton Falls, NJ 07712

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Fx: 732 380-8147
www.btr-netcom.com
www.riacconnect.com/btr.asp

Banking Info:
PNC Bank
Account No: 8029807082
ABA: 031207607