

## **TERMS OF SALE**

**TERMS:** Net 30 days, unless otherwise specified by our Credit Department.

**FREIGHT:** All shipments F.O.B. point of shipment unless otherwise noted by Pacific Echo Inc.

**RETURNED GOODS:** Returned goods must have prior approval of Pacific Echo, Inc. Only standard shipping lengths will be accepted for return. Goods must be returned freight prepaid and a restocking charge will be required. Shipments without our consent will be refused.

**CLAIMS:** No claims will be allowed unless reported within 5 days after receipt of merchandise.

**WARRANTY:** Pacific Echo, Inc. guarantees all manufactured goods to be free from defects due to workmanship and materials. Credit or replacement is subject to determination of product failure due to manufacturing or material defects. Compensation is limited to the value of merchandise sold or replaced.

**FORCE MAJEURE:** Seller shall not be liable for failure to perform or for delay in performance due to Acts of God, flood, fire; Acts of War, government authority, riots, explosions, embargo; Labor difficulty, strikes, breakdown of machinery or equipment, accidents; Shortage or inability to obtain raw materials, equipment, fuel, power, transportation; Acts or omission of the Buyer; Any cause beyond Seller's reasonable control.

**CAUTION:** **YOU MUST OBTAIN WRITTEN CONSENT BEFORE USING OUR PRODUCTS WITH MATERIALS CONSIDERED POTENTIALLY HAZARDOUS BY THE MATERIAL MANUFACTURER'S MATERIAL SAFETY DATA SHEET RATING.**