

# **Terms and Conditions Policy**

International Polymer Solutions Inc. ("iPolymer") values your business and always attempts to provide you the very best High-Purity Flow Control products and service.

Unless agreed upon in writing by all relevant parties, herein are our General Terms and Conditions which govern our course of doing business. All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of iPolymer products are subject to and shall be governed exclusively by the terms and conditions stated herein.

June 2017

# Posted Quality Policy by iPolymer

*iPolymer will consistently provide products and services that meet or exceed the requirements and expectations of our customers. We will actively pursue ever improving quality through programs that enable each employee to do their job right the first time and every time.* 

#### **Purchase Order Terms**

No product or material will shipped without a purchase order. Unless otherwise noted, all quotes exclude costs related to shipping and handling, insurance, sales tax, tariffs and installation.

# **Payment of Invoices**

iPolymer invoices are due and payable within 30 days of the invoice date. Payment must be made for the full invoice amount.

#### Shipping Terms

Invoices state our iPolymer payment instructions. All shipping is F.O.B. Shipping Point. Our shipping point is defined as the following: Irvine, California - USA

# **Order Cancellation**

Customer purchase orders accepted by iPolymer are entered into our system within 24 hours after a valid copy has been provided. If for some reason the order needs to be cancelled prior to shipping, the transaction will be subject to a *minimum* 25% cancellation fee. Furthermore, if the production process has already begun, additional material and labor charges may be imposed.

# **Return Merchandise Authorization**

Requests to return products must be approved by iPolymer. If for any reason our products must be returned, an authorization number must be obtained. This RMA (Return Merchandise Authorization) Number will be assigned by our customer service department.

#### **Returns, Repairs and Replacements**

Any product that is deemed defective under our warranty program requires an RMA number. The paperwork and package must display this RMA number. Freight charges incurred for merchandise returned must be paid for in advance by the sender. No C.O.D. shipments will be accepted.

# Warranty Program

iPolymer warrants that our product, for a period of 12 months in service and for a period of 18 months from shipment, in the course of normal use, will be free from defects in material and workmanship and will conform to iPolymer' specifications.

If your iPolymer product was purchased as a component integrated within an OEM system, please contact your OEM system manufacturer.

Our sole obligation under this limited warranty shall be the repair or replacement of product or parts, without charge, which are defective in material or workmanship and which have not been misused, carelessly handled, or repaired by persons other than iPolymer. Unauthorized disassembly of an iPolymer product shall void any remaining limited warranty.

If any product is found to need warranty service, that product must be returned to iPolymer for repair or replacement via our RMA Process.

A Return Merchandise Authorization Number (RMA) must be obtained before sending items back to iPolymer. The shipment may be refused without obtaining this prior authorization.

#### **Limitation of Liability**

In no event shall iPolymer be liable for anticipated or lost profits or for special, punitive, indirect, incidental, or consequential damages. iPolymer total liability on any claim of any kind for any loss or damage whatsoever arising out of or in connection with or resulting from Contract or from the performance or breach thereof shall in no case exceed the price allocable to the products or services or units thereof which gives rise to the claim. This warranty comprises the sole and entire warranty pertaining to the items provided. iPolymer makes no other warranty, including but not limited to, merchantability and fitness for service within the buyer's unique application. No actions arising out of this agreement shall be brought by either party more than 18 months after the shipment.

#### Force Majeure

iPolymer does not assume risk and shall not be liable for delays or failure to perform under Contract to the Buyer for circumstances beyond which is reasonably controlled by iPolymer. These events of Force Majeure shall include without limitation, acts of God, accidents, strikes and labor disputes, acts of governing laws, rules and regulations of governments, power failures, fires, floods, or failures in delivery by suppliers.