FiberOptic Resale Corp.

Standard Terms and Conditions of Sale

1. **Acknowledgement**: It is agreed by FORC (Supplier) and the Customer that the sale of the products, services and any support services are governed exclusively by these Terms and Conditions of Sale.

2. **Definitions**: “Products” mean all goods, equipment, supplies materials, parts and components we supply. Purchase Order means written communication or electronic submission for approval of purchase. “Quotes”- must be signed - by the customer ensuring they have the technical knowledge to order equipment for their own intended use and understand the specifications of the equipment ordered. “Services” mean any professional services to be provided: to include cleaning, calibrations and repairs. This may include items both under warranty and not.

3. **Payment Terms**: Standard payment terms are due Net 30 days from date of invoice unless otherwise specified. All past due accounts may be subject to a service charge of 2% per month finance charge. Standard Credit check is required for all customers requesting Net terms.

4. **Currency**: All products are quoted in USD.

5. **Shipment and Risk of Loss**: Products will be shipped to the customers shipping address or as specified on the purchase order or invoice. Shipping terms are EXW FORC NH, USA. Any loss or damage to the products shall be the risk of the customer once they are tendered by the carrier. Customer shall insure the delivery of products against loss or damage as appropriate. Customer responsible for shipping cost.

6. **Ordering Process**: Orders are to be placed via your Sales Representative. Sales Quotations must be signed by a company representative with purchasing authority who understands FORC Terms and Conditions of Sale. Signature of the quote acknowledges they understand application equipment being quoted and terms and conditions have been read. FORC will accept purchase orders on approved credit. Invoices will be mailed or emailed per customer requirement. The customer shall pay all taxes applicable to products bought unless buyer provides FiberOptic Resale Corp with a tax exemption certificate.

7. **Product Return Procedure**: Please contact FiberOptic Resale Corp for an exchange of any stock product, return of any product or any order discrepancy. Requests must be reported within 24 hours of receipt. **Return Merchandise Authorization number must be requested by calling 877-287-7535 or by filling out and returning the form below within 3 days of receipt of product** and returned promptly. Product returned must have a RMA number and be in new condition. Returns will NOT be accepted or credited without an RMA number. FORC suppliers reserve the right to charge a restocking fee on any returned product. Custom made or pre-configured items will not be accepted unless FORC vendor will issue an RMA.

   **RMA- contact: rma@fiberopticresale.com**
   [Download (RMA) Return Merchandise Authorization Form](#)

8. **Limitations of Liability**: In no event shall FiberOptic Resale Corp be liable for special incidental, or consequential damages, including by not limited to loss of profit or opportunity. Customer’s sole remedy is stated in these terms and conditions of sale. FiberOptic Resale Corp liability for repair or replacement will in no way exceed original purchase price.

9. **Exclusive Agreement**: These Terms and Conditions of sale represent the complete and final agreement between the customer and FiberOptic Resale Corp for the matters set forth herein and be supplemented only by prices, quantity and description outlined in FiberOptic Resale Corp invoice for the relevant sale.
10. General
These Terms of Sale and any transactions made under them shall be interpreted by and be subject to the laws of the New Hampshire, USA.

- In the event any section or portion of a section of these Terms of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms of Sale, and the remaining terms shall continue in full force and effect.
- FiberOptic Resale Corp shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, terrorism, and embargo.
- These Terms of Sale may be modified from time to time by FiberOptic Resale Corp without notice and are current as of the date of the then current catalog or Web site. Please refer to the current catalog or Web site.

LEGAL NOTICES

Disclaimer
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FiberOptic Resale Corp. May 2018