



## 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@fiberopticsale.com](mailto:rma@fiberopticsale.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**

While FiberOptic Resale Corp uses reasonable efforts to include accurate and up-to-date information on this Web site, FiberOptic Resale Corp makes no warranties or representations as to its accuracy. FiberOptic Resale Corp assumes no liability or responsibility for any typographical or other errors or omissions in the content of this site. In the event that a product is listed at an incorrect price or with other incorrect information due to a typographical or other error, FiberOptic Resale Corp shall have the right to refuse or cancel any orders placed for the product listed incorrectly. FiberOptic Resale Corp shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and/or your credit card has been charged. If your credit card has already been charged for the purchase and your order is canceled, FiberOptic Resale Corp shall issue a credit to your credit card account in the amount of the charge.

### **LIMITATION AND LIABILITY**

FiberOptic Resale Corp AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATION ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS AND/OR SOFTWARE PUBLISHED ON ANY SERVER FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE ENTIRE RISK ARISING OUT OF THEIR USE REMAINS WITH THE RECIPIENT. IN NO EVENT SHALL FiberOptic Resale Corp AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATIONS, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION AND HOLDS FiberOptic Resale Corp AND ITS SUPPLIERS HARMLESS FROM, AND DEFEND SAME FROM MISREPRESENTATION IN ANY WAY FROM WEB SITE AND/OR SAID DOCUMENTS, GRAPHICS AND SOFTWARE.)

### **Trademarks**

Product and company names mentioned herein may be trademarks and/or service marks of their respective owners.

### **Links to Third-Party Sites**

Linked sites are not under the control of FiberOptic Resale Corp is not responsible for the contents of any linked site or any link contained in a linked site. FiberOptic Resale Corp provides links to you only as a convenience, and the inclusion of any link does not imply endorsement by FiberOptic Resale Corp of the site.