

Terms of Conditions

PRICES:

Prices listed are for North American orders only; all customers outside of North America are subject to an Additional Export Fee of 10%. All prices are subject to change without notice. The prices shown in this online catalog supercede all previous catalogs. However, we cannot control price increases by our suppliers. We also reserve the right to correct misprints. We will notify you before charging you more than the price shown in this catalog during the online catalog's life.

OPEN ACCOUNT BILLING TERMS:

Open accounts are available to companies rated "good" or higher by D&B, government agencies and recognized educational and research institutions. To open an account, please provide us with bank reference and account numbers and two trade references.

PURCHASE ORDERS:

Please provide us with a Purchase Order Number. Your issuance of a purchase order will be deemed to be an assent to these terms and to any terms contained in any Quotation we provide or have provided you. They supersede any inconsistent provisions contained on your purchase order.

CHECKS:

We welcome your check. Please note: Checks returned unpaid by your financial institution are subject to a Service Charge of the maximum allowed by law. Checks returned for insufficient or uncollected funds, together with Service Charges, may be debited electronically from your account or collected using a bank draft drawn from your account.

RETURN POLICY:

If unsatisfied with a product purchased from us, you MUST contact us within 30 days of receipt to obtain a Return Authorization Number. After 30 days, this is still required; however, unless otherwise provided in a specific warranty, only products found to be defective are accepted for repair or replacement for a period of one (1) year from invoice date. Return Authorizations valid for 14 days from issue. All returned merchandise are subject to inspection and approval by Brighten Optics Ltd before issuing credit or replacement. Merchandise displaying use, misuse or other damage will not be accepted. Items must be in original manufacturer's packaging. Product should be packaged in a separate carton with the Return Authorization Number clearly marked on this shipping carton. Refunds are issued by check for pre-paid merchandise. Credit order refunds are issued to the credit card or Brighten Optics Ltd Open Account to which the merchandise was charged. Restocking charges of up to 25% may be applied to returns of video systems, cameras, monitors, electronic components, lasers or orders over \$1,000. A minimum of a 25% restocking fee will be charged for all returns between 31 and 120 days.

IMPORTANT:

Other than as expressly set forth above or as contained in any express warranties provided with products and the extent permitted by law, the seller makes no warranties, express or implied, including warranties of merchantability or fitness of

the merchandise for any particular purpose. The seller shall not be liable for loss or damage resulting from the use or performance of the products. In no event shall the seller be liable to the buyer or its customers for any special, indirect, incidental, exemplary or punitive damages resulting from loss of use, interruption of business, or lost profits, even if the seller has been advised of the possibility of such damages. Notwithstanding the foregoing, in no event shall the seller's aggregate liability to the buyer and its customers exceed the amount paid for products purchased under this agreement in the prior 6 months.

WARRANTY AND SAFETY INFORMATION:

Manufacturer's warranty or material safety data sheets may be available. Please call or write us for information.

REPAIRS:

If your unit is out of warranty but needs repairs, please write to us for repair information.