

Terms and Conditions of Sale

Effective January 1, 2009

General Remarks: These Terms and Conditions of Sale apply to all sales and deliveries effected by SymCom. Any terms or conditions on the part of the purchaser that are contrary to these shall not be binding on SymCom, even if they form the basis of the order.

Prices: Subject to change without notice. Minimum order is one hundred-fifty dollars (\$150.00), excluding shipping charges.

Terms: Net 30 days from ship date with approved credit. New customers requesting trade credit must submit a credit application prior, and receive approval prior to an order being placed in production.

Handling Fee: A \$5.00 handling fee will be assessed on each order.

Delivery: Buyer's delivery schedule will be met to the best of SymCom's ability. SymCom reserves the right to make partial shipments on any order. SymCom is not responsible for shipping errors on behalf of the carrier.

Freight: All sales are F.O.B., SymCom, Inc., Rapid City, SD. Shipments will be made by the transportation method selected by the Buyer whenever practical.

Warranty: SymCom warrants its standard products against defects in material or workmanship for a period of five (5) years from the date of manufacture. All third-party products are warranted by their manufacturer and are handled as a pass-through warranty by SymCom. All custom and private labeled products are warranted for eighteen (18) months unless otherwise stated in writing. The liability of SymCom is limited, at its option, to replace, repair, or credit at the purchase price, for any devices which are returned during the warranty period and which prove to be defective. **This warranty constitutes SymCom's sole liability hereunder and is in lieu of any other warranty expressed, implied or statutory, written or oral, including without limitation, any implied warranties of merchantability or fitness for a particular purpose and supersedes any representations made by any person which are inconsistent with or expand the terms set forth in this document. No person is authorized to modify this warranty in any way whatsoever.**

Limits of Liability: IN NO EVENT, REGARDLESS OF CAUSE, SHALL SYMCOM BE LIABLE FOR (1) PENALTIES OR PENALTY CAUSES OF ANY DESCRIPTION OR (2) FOR CERTIFICATION NOT OTHERWISE SPECIFICALLY PROVIDED HEREIN AND/OR INDEMNIFICATION OF BUYER TO OTHERS FOR COSTS, DAMAGES OR EXPENSES, EACH ARISING OUT OF OR RELATED TO THE PRODUCT OR SERVICES OF ANY ORDER OR (3) FOR ANY DAMAGES, WHETHER GENERAL, SPECIAL, OR FOR NEGLIGENCE, AND EXPRESSLY EXCLUDES DAMAGES RESULTING FROM LOSS OF PROFITS, USE OF PRODUCTS, ANY INCIDENTAL, OR INDIRECT CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SYMCOM'S OBLIGATION TO REPAIR, REPLACE OR CREDIT THE PURCHASE PRICE SHALL BE THE LIMIT OF ITS LIABILITY UNDER THIS WARRANTY.

Returns: All returns must be authorized by SymCom and must have a Return Material Authorization (RMA) number. Issuance of a RMA number does not acknowledge goods as defective or under warranty by the seller. Unauthorized returns will be refused. Authorized returns must be shipped freight prepaid and are subject to inspection and/or testing prior to disposition. Product built to Buyer's specifications cannot be returned for credit or exchanged under any circumstances. For SymCom's complete RMA terms, please visit our website.

Cancellation of Custom or Non-Preferred Products: Buyer may cancel an order upon written notice to SymCom's customer service department and upon payment of cancellation charges, which shall include all costs, both direct and indirect, incurred and/or committed. SymCom agrees to divert completed work and work in progress from a cancelled order to other orders whenever possible.

Cancellation of Preferred Products: Full refund if returned within 30 days of purchase. Unit must be in original packaging and in new condition. An RMA must be issued for any return.