

Fort Worth, Texas Area (817)929-2334

# AutoSysCon, Inc. P.O. Box 79671 Saginaw, Tx 76179-0671

www.autosyscon.net

Denver, Colorado Area (303)910-0893

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### I. Down payments

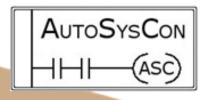
- 1. All projects, orders, and services over the value of \$ 1000.00 require a down payment of 70% of known, agreed upon, or estimated costs, and are due upon receipt. Project or services will not commence until the funds have cleared.
  - a. Payment may be in the form of cash, check, cashier's check, money order, or bank draft.
- 2. If discounts are taken as offered at the time of initial start of project, placement of an order, or commencement of services, the discounted amount shall be the basis for determination of the down payment amount.

## II. Completion payments

- 1. Upon completion of services, or delivery of products, an invoice will be sent for only the items shipped or delivered.
  - a. If an order was placed as "Ship Complete", no items will be shipped until the order is completely filled.
- 2. The invoiced amount will be due and payable in full within 30 days of invoice date.

### III. Late payments

- 1. Payments not received within 30 days of invoice date will be subject to a late fee of 2% of the unpaid balance each month until amount due is paid.
  - a. Statements will be sent out on the 5<sup>th</sup> day after the due date indicating the original invoice amount plus 2%.
  - b. If the invoice remains unpaid the new amount on the following monthly statement will include the previous month's late fee as part of the original invoice value.
- 2. Any invoice over 90 days past due will be turned over for collections to an outside entity for collection purposes. AutoSysCon, Inc. will no longer attempt collection or send out statements.
  - a. The account will be placed in hold status, and the account holder will not be able to obtain goods, and/or services until said amount in question is resolved.
  - b. Any unpaid balance referred to a collection agency, reasonable collection cost, including, but not limited to attorney fees, court cost, and collection fees will be the sole responsibility of the organization issuing the purchase order.



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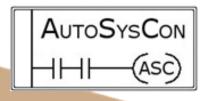
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## IV. Delivery of goods and services

- 1. All projects, sales, and service must be accompanied by a Purchase Order signed by an authorized agent of the customer.
- 2. Projects that require vast amount of engineering and components will be delivered as soon as it is completed. Due to the uncertainty of delivery dates and/or vendor stock of materials and supplies, AutoSysCon, Inc. will not commit to compensatory fees for missed expected delivery dates.
- 3. Service Calls are a commodity that must remain fluid in it's scope. The customer may at any time elect to discontinue or stop the Service Call without compensatory fees being levied by AutoSysCon, Inc. If the Service Call is being performed outside the local area, the customer will still be assessed travel time, mileage, and other travel expenses related to the return back to the AutoSysCon's office. The customer will be the final authority in determining the termination of the services as completed or otherwise.
  - a. Service Calls for equipment repairs require an authorized signature by the customer on a service form or work order for services and/or components, supplies, and other requirements, and a copy will be included with the invoice.

#### V. Warranty

- 1. AutoSysCon, Inc. will provide a 1 year limited warranty as described below.
- 2. The warranty will only include those items manufactured by AutoSysCon, Inc., or services performed. This will include workmanship, as well as functionality.
- 3. AutoSysCon, Inc. will not provide warranty coverage for purchased items, services, or any other items <u>not</u> manufactured by AutoSysCon, Inc. but installed, utilized, or otherwise incorporated into the final product. AutoSysCon, Inc. will on behalf of the customer act as the agent to the original vendor/manufacturer for any warranty issues relating to the operation, workmanship, or functionality of products and/or components, and service acquired by AutoSysCon, Inc. in order to complete the project or product.
- 4. AutoSysCon, Inc. will only be liable to the extent of the sale price of said component or service that was manufactured or performed by AutoSysCon, Inc.
- 5. Items or components that are damaged or destroyed by normal wear and tear, abuse, intentional damage, or acts of God, will not be covered under the warranty.



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### VI. Returns

- 1. AutoSysCon, Inc. will accept returns of un-used. un-opened product upon receipt of a RMA Code. A 10% re-stocking fee will be charged as well as shipping charges. AutoSysCon, Inc. will issue a credit to an open account, or return funds via check within 15 days after receiving returned goods. RMA Codes will only be issued on items purchased within the previous 30 days.
- 2. AutoSysCon, Inc. will accept items returned that are damaged as a result of misuse, abuse, or intentional damage with the understanding that repairs will be attempted at the expense of the customer. Shipping costs, and repair costs will be deducted from the requested refund. A 10% re-stocking fee will also be deducted. Refunds will be released and forwarded to the customer once the repairs have been completed. A RMA code is required prior to returning items.
- 3. No returns will be accepted without a RMA Code. The RMA Code must be clearly printed on the outside of the shipping container. Items not marked with the RMA Code will be returned to sender, un-opened.

#### VII. Other

- 1. Accounts established with AutoSysCon, Inc. will be setup and a credit limit will be established upon approval and completion of the account setup procedures. Refer to the Credit Account Policy documentation for specific details.
- 2. Components purchased by AutoSysCon, Inc. for installation, inclusion, and or constructed within a product and/or project may have warranty programs that differ from what AutoSysCon, Inc. provides or offers. For the customer as the end user, those warranties will be transferred to the customer when applicable laws permit.
- 3. AutoSysCon, Inc. will not accept responsibility for harm, injury, or damage to personnel, equipment, or property damage that may occur as a result of use, improper use, intentional misuse, or acts of God of any product or equipment supplied, purchased, assembled, installed, or operated by AutoSysCon, Inc., AutoSysCon, Inc. employees, or agents of AutoSysCon, Inc.
- 4. No other stated, or inferred policy that does not coincide with this policy will be recognized by AutoSysCon, Inc.