

TERMS and CONDITIONS

General - The following terms and conditions of sale and delivery apply, unless otherwise agreed in writing, between the customer hereafter referred to as the “Purchaser”, and eisys, inc., hereafter referred to as the “Seller”. The terms and conditions apply to the sale of all Seller products shown in current price list and all other products by the Seller. The current published price list cancels all previously published price lists. Errors and omissions are excepted (E.& O. E). The prices published are in US Dollars (USD), exclusive of freight and applicable taxes. Written quotations automatically expire thirty(30) days from the date of issuance and can be withdrawn by the Seller with written notice anytime during that period, unless otherwise stated in writing on the quotation.

Ordering Information - All orders must be placed in writing, with the accurate date of submittal. To be deemed a “Clean Order” ready for immediate processing, Purchaser’s Order shall include: Complete and Accurate information, including product numbers, descriptions, finishes, requested delivery times, addresses, contact information and shipping instructions. Seller accepts orders via US Mail, fax and email with an authorized signature. It is the Purchaser’s responsibility to confirm receipt of Purchase Orders by the Seller.

Order Acknowledgements - Seller will submit to Purchaser an order acknowledgement based upon the information on the Purchase Order. **Any discrepancies, errors or omissions MUST be corrected by the purchaser in writing and with the issuance of a revised Purchase Order,** in order to constitute a Clean Order. The production cycle cannot begin until all details have been verified by the Purchaser, and re-acknowledged by the Seller. Determination of a “clean” order is at the sole discretion of the Seller.

Changes/Cancellations - **Purchase Orders may NOT be changed or cancelled, in whole or part, without prior consent from Seller.** Changes may effect delivery dates. Expenses incurred because of changes shall be charged to Purchaser. In the event of cancellations, Purchaser will be liable for reasonable cancellation charges established by Seller below:

25% of the cancelled item(s) total value, if order has been processed and materials ordered, but not produced.

50% of the cancelled item(s) total value, if in the production process.

100% of the cancelled item(s) total value, (or Non-Cancellable), for orders in final assembly or packaging/shipping.

All special/custom products, including COM (“Customer’s Own Materials”) and orders pursuant to expedited delivery programs may NOT be cancelled.

All orders/projects requiring field dimensions, submittal and shop drawing approval, require a Purchase Order for the quoted amount, along with a 50% deposit before submittal and shop drawings can be issued by Seller. Upon approval of submittal and shop drawings, changes may be made to the order at no penalty to the purchaser.

Pricing Policy - All prices indicated in Seller's pricing guides are typically list prices and are subject to change without notice. Proposals generated by Seller for specific customers or projects are at list price unless stated otherwise. Seller will provide estimated Freight and Crate Quotes based on quantity, volume, destinations and special shipping requirements requested by Purchaser and those freight and services are always quoted at NET.

Taxes - All sales, use, excise and other taxes applicable to the sale of the product shall be paid by the Purchaser. If the Purchaser claims an exemption for any tax, the Purchaser shall submit to the Seller the appropriate exemption certificate.

Payment Terms - ALL NEW CUSTOMERS: 50% deposit required at time of order on all first time orders; remaining balance due prior to shipment. Established Customers: Orders under \$10,000 LIST- full payment due 30 days from date of Seller's invoice. Orders over \$10,000 LIST - 50% deposit required at time of order, balance due 30 days from date of Seller's invoice. Remit Checks to eisys, inc. 112 28th Street South, Birmingham, AL 35233 or Contact Accounting for ACH information. Phone: 205-329-7064 - email: accounting@eisys-inc.com

Credit Card Payments - Credit Card Payments are accepted for deposits and balance due, however, Purchaser must notify Seller of their intent to use a Credit Card prior to final quotation, as a processing fee will be required for amounts over \$5,000.

Past Due - Past due accounts shall be charged the lesser of 1.5% per month or the highest rate permitted by law plus all collection cost, including attorney's fees and expenses.

Storage - Products shall ship immediately upon completion of production unless otherwise agreed in writing between the Purchaser and the Seller. Should Purchaser cause any delay* in shipment, Seller has the right to charge storage fees of 1.5% per month on the amount of the product delayed, commencing 30 days from the originally agreed upon ship date.

*Should such delay occur, Seller shall invoice Purchaser in full for the amount of product stored or delayed, minus any deposits previously paid, and minus freight, service and installation charges until completion of project. Final charges shall be due immediately upon final shipment or completion of installation services.

Freight - Freight is FOB Origin (Prepaid and Add) based on normal dock-to-dock delivery. Freight charges will be quoted and added to orders if known at time of order; otherwise, these charges will be the responsibility of the Purchaser (FOB Collect). Seller reserves the right to select the "best way" shipment method and means, unless otherwise agreed. Final delivery dates are at the discretion of the carrier, based on their Terms and Conditions and published transit times unless a prior agreement has been made between the Purchaser and Seller.

Additional Freight Charges - When shipping instructions are altered by Purchaser during transit or additional services not previously agreed to are required to complete delivery, or redelivery of merchandise is required because Purchaser is not ready to accept merchandise, the actual cost for all additional charges will be billed to the Purchaser. Written acceptance of additional charges (email) is required before final delivery can be made.

Shipment Damage Claims - All shipments must be opened and inspected immediately. Any visible damage to the crate and/or outer packaging must be noted on the BOL. Any concealed damage must be reported ASAP. Please notify our Customer Service Team immediately and we will assist you with how to best resolve this situation including assistance with filing an insurance claim and work with you to determine how best to replace the damaged items. To start this process, please contact eisys via info@eisys-inc.com or call us at 205-942-1942.

Timing of Damage Claims/Concealed Damages - The time allowed for filing a damage claim varies by carrier. The safest rule of thumb is to assume claims should be initiated within 24 hours after you receive a shipment. Notations concerning damage must be noted on the delivery receipt before signing for the freight. If you do not make a notation of damage this limits the liability of the carrier and in essence you are signing the goods are in perfect condition. There may be an instance when damage to product is concealed (a crate is accepted in apparently good condition but damage to product is found upon it being opened). There is typically additional time for this type of discovery, but even that varies. The safest course of action for you is always to open and inspect every shipment right away. In every instance, it is up to you to be able to demonstrate that the damage you find did not occur after the product was in your facility. The longer you are in possession (and particularly if the product is moved within your facility), the more difficult it will be to file a successful claim. The consignee must keep damaged freight at the point of delivery in original packaging for inspection. **IF YOU REMOVE PRODUCT AND DESTROY PACKAGING YOU WILL HAVE NO RECOURSE WITH THE CARRIER.**

Product Warranty Claims - For all claims by Purchaser of a defective product produced by Seller, the following process MUST be followed to initiate a “Defective Product Claim and Replacement”.

Purchaser must notify Seller within 24 hours of notification of alleged defective nature of the product.

Purchaser must document claim with written description of the problem/issue, and supporting photographs whenever possible.

Purchaser’s photography must be clear, and contain perspective and close-up views from all pertinent angles.

Should the issue or defect be one that affects the movement or functionality of the product, a short video with audio, will be helpful in diagnosing the problem.

Upon determination of the problem, Seller, at its discretion may elect to inspect in person (A), request return of product for inspection before final determination (B), or authorize repair/replacement upon approval of Purchaser's documented submittal (C).

A. Should the Seller elect to have a field inspection, Seller's representative will schedule the field inspection with the Purchaser and report findings to the Seller for determination. Seller's field representative may offer his/her opinion, however, final determination can only be determined by the Seller, and shall be submitted to the Purchaser in writing.

B. Should the Seller asks for product to be returned for additional inspection, the process will begin once the Seller receives a "**Warranty Replacement Purchase Order For Replacement Value**" from the Purchaser. Under this scenario, the Purchaser may request immediate replacement product and thus be liable for the costs related to this replacement product and its freight and installation.

Upon receipt at the Seller's designated shipping location, and the inspection validates the Warranty Replacement Claim, the "Warranty Replacement Purchaser Order" will be cancelled, and the Seller will assume the liability of all costs related to replacing the defective product.

Should the returned product be deemed NOT defective, the Purchaser shall be liable for cost of the replacement product, replacement product freight charges, incoming freight charges for the return for inspection, and out-going freight charges for the shipment back to Purchaser, in addition to the original cost of the product.

C. Should the Seller have sufficient information and documentation to approve the claim to replace defective product, and not wish to have the defective product returned for further warranty replacement evaluation, the Purchaser shall issue a "Warranty Replacement Purchaser Order for Zero Dollars" to initiate the replacement process, document Seller's approval of agreed upon charges, and execute the removal and disposal of defective product per the seller's instructions.

Should the Seller wish to have the defective product returned for QC review, this "Warranty Replacement Purchase Order for Zero Dollars" will serve to authorize the Purchaser to execute packing and return of the defective product.

Freight Damage, abuse or misuse of product does not constitute a defect. See Warranty Statement, in lieu of, for more information.

Missing Product - All claims for missing product or hardware must be filed within 5 working days from receipt of shipment and documented by photo, with product in its original shipping container. Claims for missing Products stored for a period time longer than stated above shall be denied.

Please submit all Defective Warranty Claims in writing via info@eisys-inc.com, and be sure to include all order documentation and references to expedite your claim. Should Purchaser need personal assistance or problems, contact your Customer Service Representative at 205-941-1942.