



# TERMS AND CONDITIONS



## Shipping

Lead Time, 2-3 weeks. Freight 10% of net.

## OBEX Terms and Conditions

### Prices

Pricing is F.O.B factory. Obex reserves the right to change the price without prior notification.

### Terms

First 2 orders are COD, until credit terms have been established with OBEX. Orders over \$5,000 are 50% deposit on order balance net.

### Orders

Orders are accepted upon issuance of purchase order by Obex and upon receipt by Obex of either (1) payment from purchaser, or (2) a signed credit card authorization form from purchaser. Orders are processed on receipt by Obex of signed order acknowledgement. Orders are not considered accepted until Obex has also received the signed order acknowledgement. It is purchaser's responsibility to review order acknowledgement for accuracy and to notify Obex within 48 hours of acknowledge date of any discrepancies. Contact customer service at 800-315-6239 if you have any questions.

### Order Changes and Cancellations

Once an order has been acknowledged, confirmation is final and binding. If possible Obex will try and accommodate changes or cancellations but this product is custom manufactured per each job. Order changes or cancellations must be requested in writing, are subject to Obex's sole discretion, and may be subject to a fee.

### Returns

No products may be returned without our written consent. If Obex agrees to accept a product for return it is subject to shipping and restocking charges at the purchaser's expense.

### Claims

Obex is not responsible for damage suffered in transit. Merchandise should be inspected for possible freight damage upon delivery. Claims for damage or shortages should be filed by the consignee with the carrier. All claims against Obex for defects, errors, or shortages must be made by buyer in writing within 10 days after delivery. Failure to make a claim shall constitute full acceptance. All claims must be pre-approved and with a P.O. issued to Obex before reimbursement will be granted.





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### **Shipping and Prepaid Freight**

Obex uses corner protectors and corrugated boxes for packaging and shipping; larger orders may be palletized and shrink wrapped. It is purchaser's responsibility to check the packing slip against the order for accuracy and to notify Obex in writing within 5 days of any discrepancies.

Obex reserves the right to ship by, what is in our opinion, the most appropriate carrier. Upon request, we will pre-pay and add freight at purchaser's expense.



### **Delivery**

Obex is not liable for any delay or failure to deliver due to strikes, weather, war, fire, compliance with government regulations, acts of nature, failure or delays of sources of supply, or any other causes beyond our control.

### **Construction**

All items are produced to Obex price list specifications unless otherwise advised. All dimensions shown are approximate. Obex reserves the right to make modifications and or improvements without prior notice.



### **Compliance with Law**

Purchaser is solely responsible for compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules and standards relating to the installation, maintenance, use, and operation of products.

**Notwithstanding anything else in the purchase order or otherwise, Obex will not be liable to buyer with respect to the items specified in the purchase order under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess in the amount buyer paid to Obex in the six months preceding the event or circumstance giving rise to such liability.**

**In no event will Obex be liable to buyer for any incidental, indirect, special, consequential damages or loss of profits arising out of, or in connection with, the purchase order, whether or not buyer was advised of the possibility of such damage.**