

# Davidson Sales Company

## Terms and Conditions of Sale

- 1. Acceptance of Order; Termination** – Acceptance of any order is subject to payment method approval and acceptance of order by Seller and Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
- 2. Prices and Shipments** – Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point. Minimum product order is \$25.
- 3. Return of Goods** – Credit will be allowed for unused goods returned with prior approval. Our return policy for non-defective items includes a restocking fee. Special order items may not be returned. All returns must be preceded by a Return Authorization Number (RA#) obtained from Seller. See Return of Goods Procedure below.
- 4. Taxes** – Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller to any such tax or provide Seller with acceptable tax exemption certificate.
- 5. Delay in Delivery** – Seller is not to be accountable for delays in delivery occasioned by acts of God or other circumstances over which Seller has no direct control. Factory shipment or delivery dates are the best estimates of our suppliers and in no case shall Seller be liable for any consequential or special damages arising from any delay in delivery.
- 6. Warranties** – Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. Seller makes no other express or implied warranties, and specifically makes no implied warranties or merchantability or fitness for purpose. Unless otherwise agrees in writing by an authorized representative of seller, products sold hereunder are not intended for use in or in connection with a nuclear facility.
- 7. Limitation of Liability** – Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price all at Seller's option, and in no case shall Seller be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing no more than five (5) days after receipt of shipment.
- 8. Waiver** – The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
- 9. Modification of Terms and Conditions** – No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms, or conditions, shall be binding on Seller without Seller's written consent.

## Return of Goods Procedure

We try very hard to make sure you get the product you need, and the service you deserve. But, if for any reason, you want to return a product, we will be happy to accept your return within thirty (30) days of purchase. Note that, as we cannot resell used items, we ask that all returns be in unused condition and in original packaging. Defective product may be returned at any time within the manufacturer's warranty period. Special order items may not be returned.

Please follow these steps to ensure timely processing of your return:

1. Call us toll-free at 800-383-2078 (or 386-274-2079 if outside the U.S.A.), or email us at [dsc@davidsonsales.com](mailto:dsc@davidsonsales.com).
2. Please provide us with the following product information:
  - a) Product Part Number
  - b) Serial Number (if applicable)
  - c) Date of Purchase
  - d) Our Original Invoice Number (or your Purchase Order Number)
3. If a return is needed, we will give you a Return Authorization Number (RA#) to help you get the fastest-possible credit or refund. **This number must accompany all returns to DSC.** Note that we cannot track returns without this reference and not having it will result in processing delays.
4. Tell us what happened. We would appreciate your taking a moment to indicate the reason for your return. Your feedback helps us improve our products and services. Simply check the appropriate box:  
 Changed my mind  
 Incompatible  
 Received wrong product  
 Product is defective or damaged  
 Not satisfied (please explain): \_\_\_\_\_
5. Would you prefer a :  Credit to your account?  
 Refund? (refunds will be processed in the same manner as original payment, i.e.: check, credit card, etc.)
6. Please ship your return with freight prepaid and with adequate packaging to the following address (be sure to retain tracking information to confirm delivery to DSC):

Davidson Sales Company  
RA# \_\_\_\_\_  
839 Bill France Boulevard  
Daytona Beach, FL 32117 U.S.A.