



Terms and Conditions of Sale: Warranty

MARINEPC offers its products and services for sale under the following terms and conditions. Any and all orders will be accepted only at the sole discretion of **MARINEPC** and under these terms and conditions. Any modification to these terms and conditions can only be made by **MARINEPC** in writing. Agreement to any modifications must be made by all participants of the sale prior to the acceptance of any order.

Warranty: All products are warranted to be free from defects in materials and workmanship for a period of: 2 (two) years for parts and 1 (one) year for labor for monitors; and 1 (one) year parts and labor for computers, from the date of shipment. **MARINEPC**, at its sole discretion, can choose to repair or replace the product. Excluded from this warranty is any damage due to shipping, misuse or accident, and allowances for normal wear and tear.

Prices: All published prices are in effect from the date noted on the price sheet. Prices are subject to change without notice. Written quotations may be requested. Written quotations are valid for 30 days. All prices are quoted in U.S. dollars. Any and all taxes, tariffs, currency translations, duties, insurance, freight charges and any other handling charges are the responsibility of the purchaser, and must be prepaid and/or charged.

Acceptance: All orders will be accepted at the sole discretion of **MARINEPC**. Any order can be rejected for any reason at any time without liability.

Payment: All purchasers must prepay the order, accept COD shipment or arrange for other acceptable methods of guaranteed payment (credit card, bank letter of credit, etc.) before any order will be shipped. VISA, MasterCard, DiscoverCard and American Express for domestic purchases are welcomed and encouraged. Sales outside of N. America must be prepaid by electronic funds transfer.

Shipments: All shipments are FOB Phoenix, Arizona. Unless otherwise specified, **MARINEPC** will select the best way for shipment, using common carrier, FedEx Ground or UPS Ground. Shipments that are not billed to consignee or third party will incur a 20% handling charge and be added to the invoice. Delivery is not guaranteed. All risk of loss is assumed by the purchaser upon delivery by **MARINEPC** to the carrier. Special terms may apply for

international shipments. Unless otherwise specified by the purchaser and accepted by **MARINEPC** at the time of purchase, **MARINEPC** reserves the right to partial ship any order.

Delivery: Once an order is placed by the purchaser and accepted by **MARINEPC**, shipment of that product or products will occur as soon as possible following verification of payment. Items listed as stock usually ship within 10 working days, and non-stock within 4 to 6 weeks. Customer will be notified for exceptions to this procedure.

Cancellations: Once an order is placed for a stock item by the purchaser and accepted by **MARINEPC**, a customer may cancel at any time prior to shipment without penalty. For orders which contain any non-stock items, cancellation charges may apply to any and all unshipped items. Partial or full credit may be extended if products are returned unused in original packaging within 30 days of shipment. No credit will be issued on any returns or cancellations after 30 days from date of original shipment.

Returns: Once a product has been shipped, no returns will be accepted unless an RMA number has been issued by **MARINEPC** prior to the return of the product. The RMA number must be prominently displayed on the outside of the returned packing materials. **MARINEPC** cannot be responsible for damage from shipping. All authorized returns must be shipped prepaid directly back to **MARINEPC** in the original packaging. Returnee is responsible for all shipping and handling costs to and from the closest **MARINEPC** authorized repair location. For authorized in-warranty service only, **MARINEPC** will pay for the return of the unit via normal domestic ground service. All returns are subject to a \$100 minimum shop charge, except valid warranty repairs. Expedited return service or shipment outside of U.S. must be prepaid by receiving party.

Liability: Any claim which may be made against **MARINEPC** with regard to this contract for sale must occur within One (1) year from date of original shipment from the factory. IN NO EVENT SHALL **MARINEPC** BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, LEGAL OR PROFESSIONAL FEES, CONSEQUENTIAL OR INCIDENTAL DAMAGE OR FOR SPECIFIC PERFORMANCE OF THE PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.