



Troxler Electronic Laboratories Terms and Conditions
Version 2 – April 1, 2009
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Terms –

The terms and conditions listed here supersede and take precedence over any terms and conditions in Purchaser's order or in any documentation referenced by purchaser's order. Troxler must agree to any additions and/or changes to stated terms and conditions in writing.

Domestic – Subject to prior credit approval, NET 30, FOB shipping point. Interest will accrue on overdue amounts at 2% per month (or if lower, the maximum amount permitted by law).

International – Payable in US dollars (\$) by confirmed irrevocable letter of credit or wire transfer.

Troxler accepts MasterCard and Visa for domestic and export part orders. MasterCard, Visa and American Express are accepted for online training courses.

Pricing –

Quotes are available by request. Please call 1-877-TROXLER. Pricing for certain parts is available on our website www.troxlerlabs.com. Any specifications, pricing, descriptions and/or images on our website or other collateral materials are as accurate as possible. Troxler reserves the right to make changes, improve and/or discontinue any item and/or service at any time and without prior notice.

Warranties –

Troxler warrants that the products supplied are suitable for the purpose for which they are designed and intended and warrants against defects in material and workmanship for a period of 6, 12 or 18 months, depending on the product, from date of shipment. For products sold through authorized Troxler representatives, the date of shipment will be as of the transfer from representative to purchaser. During the applicable warranty period, Troxler's obligation shall be limited exclusively to the repair at a Troxler facility of any instrument which may prove defective under normal use and which Troxler's examination shall disclose to its satisfaction to be defective. Troxler does not assume responsibility for product that has been subjected to damage by accident, negligence, alteration, abuse, misuse or service not authorized in writing by Troxler. Because of the nature of their use, mechanical accessory parts and batteries are warranted for 90 days from date of shipment.

Shipping –

Unless specified, Troxler determines the most efficient and cost effective means of shipment possible. All orders under \$25 will incur a \$25 handling surcharge. International orders are subject to special fees to be determined at the time of shipment.

Claims –

Troxler is not responsible for damage incurred in shipment. If any instrument/part is received in damaged condition, the carrier should be contacted immediately. All claims for damage in transit should be filed with the carrier. If requested, Troxler will aid in filing of claims and/or locating instruments/parts list in transit.

Returns –

Troxler will not accept returns on any goods without prior, written consent. This consent must be obtained within 30 days of customer ship date and included with good(s) being returned. All returns are subject to a restocking fee of 15% of selling price (\$20 minimum). All items must be in new, working condition and must be in original packaging with all manuals, power cords, software and options included. If this is not the case, the customer will be charged as necessary to return the item to working, saleable condition. All items must be returned pre-paid; COD returns will not be accepted. Any damage resulting from improper packaging of returned goods is the responsibility of the customer.

Liability –

Items sold by Troxler may involve hazardous procedures and/or materials and may be subject to regulatory limitations. Information/descriptions provided by Troxler do not intend to cover all of the safety, regulatory and legal issues surrounding their use. It the responsibility of the user to comply with all safety, regulatory and legal requirements as outlined in published test procedures, operating and shipping instructions, warning labels and regulatory documents.