



TERMS & CONDITIONS

1. ACCEPTANCE:

Acceptance of, or order resulting from, proposals or quotations, shall not be binding upon mWAVE Industries LLC until formal confirmation by mWAVE. Any contract or sale shall be governed by the laws of the State of Maine.

2. TERMS OF PAYMENT:

All invoices are payable within thirty days after invoice date or date services rendered, unless other terms are specified and/or agreed to by mWAVE. In all cases, if shipment delay is requested by the Purchaser, payment shall become due at mWAVE's option, from the date on which mWAVE is prepared to make shipment.

3. CHANGE ORDER OR CANCELLATION:

Any order or contract may be changed or canceled by the Purchaser but only upon prior agreement with mWAVE as to the amount of the change order or cancellation charge. mWAVE will promptly inform Purchaser as to the amount of such charge.

4. SHIPMENT AND PASSAGE OF TITLE:

Unless otherwise advised, shipment will be made Ex-Works (EXW) Factory (INCOTERMS 2020). As an accommodation when specifically requested by customer, mWAVE will prepay transportation charges, which will be invoiced separately. In the absence of specific shipping instructions, method of shipment will be determined by mWAVE. Unless directed otherwise by the Purchaser, full invoice value will be declared for deliveries by railway express, air express, and air freight, and insurance will be taken out based on invoiced value. No insurance will be provided by mWAVE on rail freight or motor freight shipments. In all cases, mWAVE's responsibility (except as stated in our warranty) ceases, and, except in the case of conditional or C.O.D. sales, title shall pass upon delivery of the material to the carrier.

5. WARRANTIES:

Equipment; mWAVE warrants all equipment of its manufacture to be free from defects caused by faulty material or poor workmanship, but its liability under said warranty is limited to the obligation to repair or at mWAVE's option, to replace without charge, F.O.B. Windham, Maine, USA any part found to be defective under normal use and service within three (3) years from date of invoice provided:

1. mWAVE is promptly notified in writing upon discovery of such defects.
2. The original parts are returned to mWAVE, Windham, Maine, USA, transportation charges prepaid, and,
3. mWAVE's examination shall disclose to its satisfaction that such defects have not been caused by abuse after delivery to the original freight carrier.
4. All specifications are subject to change without notice. Equipment not manufactured by mWAVE carries the vendor's warranty. This warranty is expressly in lieu of all other warranties, express or implied (except as to title) and constitutes all of mWAVE's liability in respect to its equipment.



6. RETURNS OF MATERIALS:

Adherence to the specified return procedure is mandatory in order to obtain proper replacement of warranty material, repairs, or proper credit. mWAVE assumes no responsibility whatsoever nor any liability for material returned without prior authorization.

A request for; **A)** return of any items defective under terms of warranty, **B)** return of items for repair and **C)** return of items for credit should be made directly to mWAVE Industries LLC, 33R Main Street, Windham, Maine 04062 USA, Attention: Coordinator, Sales Service. This request, submitted prior to the shipment of the items to be returned, should contain the model, item, and serial number; item description; date of purchase including purchase order and mWAVE Sales Order (SO) number, request for repair or statement as to reasons for return. The request for return should also contain the name, address, and telephone number of the returning party so that information may be submitted as required. If any approval for return is granted, a return material authorization form and RMA number with shipping instructions will be forwarded. The RMA number should be affixed to the item and also marked on the outside of the carton. The items should be properly packed and returned to mWAVE, transportation prepaid. In some cases, directions to destroy the material may be given in lieu of return.

When specifically requested, in certain cases, items replacing warranty failures may be shipped prior to the return of the defective item. In such cases, the customer is billed at the time of shipment, and if inspection of material after receipt discloses a failure within the terms of the warranty, a credit will be issued to cancel previous billing. mWAVE assumes no responsibility nor liability for any items returned not complying with this return procedure.

7. TAXES:

The prices given do not include any Federal, State, Provincial or local taxes based upon or measured by sales or use. Any such taxes applicable & in effect at the time of shipment are the responsibility of the purchaser.

8. CONSEQUENTIAL DAMAGES:

mWAVE shall not be liable for special or consequential damages of any nature with respect to any merchandise or service sold, delivered or rendered.

9. MINIMUM CHARGES:

Minimum Order Value is \$1,000 USD. Orders not meeting this requirement are subject to a minimum order handling fee of \$195.

10. INTEREST CHARGE ON LATE PAYMENT:

Interest charges may be due and charged on all invoices remaining overdue for 15 days or more. Interest shall be computed at the rate of 1 1/2% per month (18% per annum) and shall be applied to each overdue month or fraction thereof.