

## FINEMECH INC. Terms and Conditions of Business

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4. **Title.** Title of purchased goods does not transfer from seller to buyer until payment in full is received by Finemech Inc. Title for the goods purchased transfers to Buyer as soon as goods are shipped by the manufacturer. Inspect all packages prior to opening and unpacking and notify Finemech of any damage

immediately in writing by e-mail. Finemech will file shipping damage claims with its shipping contractor and requires that details of any damage claim to be made are filed with Finemech in writing by e-mail within 2 working days of delivery of goods to buyer and that buyer complies with the instructions of Finemech's shipping contractor.

5. Shipping: Finemech's prices may include shipping costs from the manufacturer to buyer's shipping address in the continental United States of America, Alaska and Hawaii. Unless otherwise agreed beforehand in writing, Finemech will select the shipping company and method of shipping at its sole discretion. Shipping will be by air courier or airfreight. Finemech's prices include any applicable USA customs duty. Shipping to any destination other than the continental United States of America, Alaska and Hawaii will be arranged on written request to Finemech and is at customer's risk. Finemech will use airfreight or airmail shipment and will use its best efforts to ensure that shipments are received within the times published on the web site however Finemech accepts no responsibility for delays to or loss of shipments. Buyer must inspect shipment on receipt and notify Finemech of any damage to packaging or contents in writing within 2 working days of receipt of shipment as defined on the shipping documents. Air courier bill of lading or air freight air way bill shall be the document defining delivery of shipment.

6. Returns: LIKE-NEW NON-DEFECTIVE / NON-DAMAGED PRODUCTS purchased from this web site may be returned at Buyer's cost for refund of the purchase price paid by Buyer, less original shipping charges, any return shipping charges paid by Finemech and a restocking charge of 15% of the product price. Returns can only be accepted on products within fifteen(15) days of date of shipment provided such item is in good condition and is returned in the original packaging. Buyer must obtain a Return Materials Authorization (RMA#) number from Finemech customer service before returning any item by email or by calling Finemech customer service. Items for return must be in like-new condition, in original packages, with all manuals, accessories and warranty cards. Some manufactures may-not allow the return of non-warranty items. Because Finemech distributes products from various manufactures, it is important that any returned product goes back to the manufacturer of that product. Buyer maybe given separate RMA#s covering separate products going to separate manufactures. ONLY PRODUCTS WITH A VALID RMA # AND WITHIN 15 DAYS OF THE ISSUE OF SAID RMA# WILL BE ACCEPTED. Buyer will be notified by email or fax of an RMA#. Items that are covered under warranty will be repaired or replaced and returned pre-paid to your location.

7. Repairs: Finemech's suppliers provide various types of repair to their products details of which can be found on the supplier's terms and warranty statement that is published on the Finemech web site. Finemech will arrange for Buyer's or their assigns to use suppliers repair services at Buyer's cost. Finemech makes neither representation nor warranty that any of the items supplied through its web site by its suppliers are able to be repaired or will be repaired by the supplier. Repairs will provided by Finemech customers service and an RMA # will be issued authorizing Buyer to return products to Finemech's supplier for repair.

8. Credit Card Guarantee: Any unauthorized charges that appear on Buyer's credit card through no fault of Buyer and as a result of using the Finemech web site, for which Buyer's credit card company holds Buyer liable will be covered by Finemech up to a maximum of \$50.00. Under the Fair Credit Billing Act, a credit card company or issuing bank cannot hold Buyer liable for more than \$50.00 of fraudulent charges.

9. Payment Terms: When approved by Finemech in writing credit terms are provided and are net 30 day, payable by company check, money order, credit cards or cashier's check in U.S. dollars only. Personal checks are not accepted unless the business credit is established in the name on the check. There will be a \$50 charge for all returned checks. A finance charge of 1.5 percent per month will be charged for payments received after the due date. If an account balance is delinquent or in default, Finemech will not authorize a purchase. Finemech may at its sole discretion cancel the business credit account. Finemech may report to credit reporting agencies and other creditors the status and payment history of Buyer's business credit account.

10. Sales Tax: Sales tax is collected on purchases shipped to California, except when Finemech has a valid tax exemption certificate on file. Unless otherwise indicated, all prices and charges are exclusive of sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.

11. Prices: Prices on the Finemech web site include all freight and packing costs and customs duty payable for importation into The United States of America and delivery to Buyers site in the continental United States of America, Alaska and Hawaii. Finemech shall have the right to refuse or cancel any orders placed for a product listed at an incorrect price. Finemech will from time to time adjust its prices. As soon as a price is changed and published on Finemech's web site the new price so published shall be the price for which orders are accepted. Any item on back order at the time of a price change will have its price changed and may be cancelled at Buyers discretion. Finemech normally expects to provide its customers 30 days notice of an impending price change by publishing a notice of such impending price change on its web site.

12. Codes and Regulations Governing Product Suitability: Buyer is responsible for complying with any applicable federal, state or local codes and regulations concerning application, construction, installation and/or use of any items sold hereunder. Seller does not guarantee and is not responsible for how items sold hereunder are installed or used.

13. Changes, Reschedules and Cancellations: Buyer may request to modify the designs or specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of an order

however no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to this Agreement. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require.

14. Force Majeure: Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (" Force Majeure"). Force Majeure shall include without limitation, accidents, acts of God, strikes, lock outs or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller's control.

15. Entire Agreement/Governing Law: The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This Agreement shall be governed in all respects by the law of the State of California. No actions arising out of the sale of the items sold hereunder or this Agreement may be brought by either party more than two (2) years after the cause of action accrues.