

# Terms and Conditions – USA Customers - Effective June 2018

## **Open Accounts**

Anaheim Automation, Inc. extends credit to government agencies, industrial and distributor accounts with a good published credit rating. Companies may apply for an open account by supplying credit information on their company's letterhead to Anaheim Automation. *There is also a Application for Credit form on our web site:* http://www.anaheimautomation.com/manuals/forms/Application.

Credit information supplied by the buyer, or by others on the customer's behalf, shall become part of the Credit Application and any false or misleading information shall constitute fraud. Orders are shipped prepaid, COD, cash, ACH, wire-transfer, VISA, MasterCard, American Express or Discover, until an open account is established.

### **Payment Terms for Open Accounts**

Terms are Net 30 days, upon approval. Invoices on Net 30 payment terms shall be paid by company check, wiring funds, bank to bank (ACH). Customers may not use Credit Cards for Net 30 accounts, nor may Credit Cards be used for invoices involving Blanket Orders, wherein the pricing reflects quantity discounts.

**Credit Card Purchases:** Anaheim Automation, Inc. accepts VISA, MasterCard, American Express and Discover credit cards for orders processed via its web site, as well as called-in orders, and Purchase Orders faxed or emailed, *excluding Blanket Orders*.

**Please Note:** Credit cards are charged immediately for orders placed online at www.anaheimautomation.com, as it is a third-party vendor handling those transactions. Card cards are processed at the time of invoicing/shipping for all other orders. Please tell the Customer Service Representative if you do not want your credit card information stored for future orders.

Anaheim Automation does not accept credit cards for customers with Open Accounts (Net 30 Invoices).

FOB: Anaheim, California, USA.

### **Account Management and Remedies**

In the event it becomes necessary for Anaheim Automation, Inc. to file suit to enforce payment of past due invoices, such a suit will be brought in Orange County, California, USA. Anaheim Automation, Inc. shall be entitled to collection of fees, court costs, and interest at 10% per annum or such legal maximum rate as is allowed, on all invoice amounts past due. All purchase orders and agreements are governed by the laws of the State of California, USA.

### Shipping

Anaheim Automation, Inc. ships FEDEX Ground as its default carrier. If a customer prefers another carrier, or requests to use their account number, or a premium routing method, such as Overnight Shipping, this information must be clearly stated on the Purchase Order and confirmed, in writing, by Anaheim Automation, Inc.. The customer must authorize any additional expenses that will incur. Please note that Anaheim Automation does not maintain customers' Routing Guides, as shipping preferences and circumstances change frequently.

If quoted "in stock," and Anaheim Automation has received a Purchase Order by noon PST, the order will ship the following day. For customers with an urgent request, there exists a possibility to ship the same day. However, an "expedite fee" will be charged, along with any other expenses incurred to fulfill such requests. Please state on Purchase Orders if you'd prefer partial shipments, or complete shipments. It is best to discuss via telephone all URGENT shipping requests.

All quoted lead times and promises of delivery are approximated as closely as possible by Anaheim Automation, but are subject to delivery estimates made by its suppliers, weather conditions, fires, strikes, disputes, accidents, delays in transportation, Customs clearing, fuel, or labor shortages, or any other cause beyond reasonable control of Anaheim Automation. In no event will Anaheim Automation, Inc. assume any responsibility for delays in shipments or deliveries.

### **Expediting Orders**

If an order must be expedited, interfering with the normal flow of manufacturing and/or order processing, a minimum of a 15% "expediting fee" will incur. The minimum "expediting" charge is \$50.00 per order, and/or for the costs incurred based on the weight and size of the product(s) wherein air freight for sub-assemblies are required. The expediting of orders, and all Change Orders, must be accompanied by a revised Purchase Order for any additional costs incurred. URGENT orders are best handled by contacting Anaheim Automation, Inc. by phone: 714-992-6990, to be certain such requests are received and possible. When a specific product is not in stock, it is common that an Anaheim Automation Applications Engineer can offer suggestions for possible product substitutions.

#### Blanket Orders - Net 30, Open Accounts

Anaheim Automation, Inc. provides to its customers quantity discounts for standard and special products. In order to receive the best possible pricing, Blanket Orders are offered to customers with Open Accounts with good credit standing. Anaheim Automation, Inc. defines "Blanket Order" as an order in which pricing is discounted based on the volume of a specific part number purchased, and that is guaranteed by the customer to ship within one year, delineating scheduled release dates, via a written Purchase Order. The number of allowable releases will be determined by the product type, and the total quantity purchased. In general, the best pricing is received by purchasing larger quantities, in the fewer releases, due to less handling/warehousing of products. Blanket Orders are offered to all customers with an approved "open account" status, and Net 30 payment terms. All Blanket Orders require a quote from Anaheim Automation, and subsequently, must be accompanied by a written Purchase Order, that includes scheduled release dates, shipping within a 12 month period from the first release date to the last release date. Any changes to a Blanket Order schedule, must be agreed upon by Anaheim Automation, Inc., and a written "Change Order" must be in processed to confirm such changes.

Please Note: Only two reschedules are allowed per year. Blanket Orders are Non-Cancelable and Non-Returnable.

Anaheim Automation, Inc. 4985 East Landon Drive Anaheim, CA 92807 USA 714-992-6990, 714-992-0471, Fax www.anaheimautomation.com Email: sales@anaheimautomation



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### **Shortages or Damages**

All claims for shortages or shipment errors must be made within 15 days of the receipt of the shipment. Anaheim Automation's liability is limited to the value of material listed on the invoice. Claims for other losses or damages are filed against the carrier, such as UPS, FedEx, Airborne, etc.. Please take photos of any damages due to improper shipping methods or evidence of dropping.

## **Discontinued Items**

Products are subject to change or be discontinued without notice. Electronics components may become obsolete and thereby make it impossible to continue manufacturing a specific product. In general, if Anaheim Automation can procure the parts, it will continue to manufacture a specific product for resale. If a product's popularity wanes, the pricing may change, and minimum purchases may be required. Ask a Customer Service Representative for advice on possible substitution for your application, should a product become obsolete or discontinued.

#### **Limited Warranty**

All products, standard and custom,, manufactured or distributed by Anaheim Automation, Inc., are warranted against defects in workmanship and materials, when used under normal operating conditions, and when used in accordance with the product's specifications. This warranty is in effect for a period of twelve months from the date of purchase (invoice date), or eighteen months from the date of manufacture, whichever comes first. Anaheim Automation, Inc. will repair or replace, at its' option, any of its products found to be defective within the warranty period.

Anaheim Automation is not responsible for removal, installation, or incidental expenses incurred in shipping to and from the companies involved. Anaheim Automation is not liable, under any circumstances, for any consequential, incidental or indirect damages or expenses associated with a warranted product.

**Please Note:** Products that are damaged due to misuse, abuse, negligence, exposure, accident, improper installation or hook-up, operated beyond the product's specifications, or that has been modified after receipt, dismantled and/or attempts were made by the customer to repair, are NOT covered under this warranty. Products that have been used in unsuitable environments, such as excessive heat, cold, moisture, humidity, dust, debris, or electrical noise, are not covered under this warranty.

### **Returns (RMA) and Repairs**

Any product being returned to Anaheim Automation must have a RMA (Return Materials Authorization) number assigned by Anaheim Automation, Inc., prior to returning. All returns must reference the RMA number on all the paperwork accompanying the return/repair. Please include a copy of the RMA in the box, and mark the outside shipping container with the RMA number. Items that do not reference the RMA number will not be processed. Product must be shipped freight prepaid to the address below. Please do not return product using a Debit Memo.

No product will be accepted for Credit after 30 days from the date of shipment. *Special, custom or modified products are Non-Returnable, and no credit shall be offered.* 

Product in need of repair must have previous authorization to return. It is critical to do so, as the advice Anaheim Automation can offer is invaluable, and will often save the customer money. Anaheim Automation will determine upon inspection whether the product is covered under warranty. In almost all cases, Anaheim Automation charges a "flat-rate repair charge" based on the model number, regardless of the problem found. Those returns wherein "No Problem is Found," will also incur the "flat-rate charge," because the inspection, testing, trouble-shooting and burn-in is often more time-consuming than an obvious defect.

Note: Please contact us at 714-992-6990, as some products may not be worth repairing, depending upon the cost of a new product, shipping costs to/from Anaheim Automation.

#### **Cancellations and Restocking Charges**

Cancellation of any order must be approved by Anaheim Automation, Inc. and will be on terms that protect the company from any loss. The restocking charge is 15% on all product returned. The minimum restocking charge is \$25.00. Returns require a RMA, and must be made within 30 days of receipt of product. Shipping expenses are paid by the customer. All products are subject to factory inspection and must be in resalable condition and in the original containers to receive credit. Please use care when packing and shipping products to Anaheim Automation.

Special, custom and modified products are Non-Returnable and Non-Cancelable (NCNR Agreement Applies)

## **Resale/Sales Tax - California Customers**

Purchase Orders for companies located in the state of California, USA, that are intended for resale, must be accompanied with a Resale Certificate. All California companies with Tax-Exempt status must include the applicable documentation.

### **Engineering or Technical Assistance**

Technical assistance and User Manuals are available at no charge to help customers in choosing Anaheim Automation, Inc. products for a specific application. However, any selection, quote, or application suggestion offered from Anaheim Automation, its' representatives or distributors, are only to assist the customer, and in all cases, determination of fitness for purpose or use are solely the customers' responsibility. While every effort is made to offer solid advice and to produce technical data and illustrations accurately, such advice and documents are for reference only, and subject to change without notice. In almost all cases, programming of product is the customer's responsibility. Should a customer require assistance with programming, a quote will be provided.

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## **Important Notes Regarding Online Orders:**

Allow up to 2 business days for order processing.

UPS 1 DAY is a Shipping Method option. However, such requests are not guaranteed to be received the Next Day. Contact Anaheim Automation directly for URGENT NEXT DAY requirement.

Online orders are processed by a third-party vendor, and shipped by Anaheim Automation in their entirety (no partial shipments allowed). Please review your order carefully as NO CHANGES can be made after an online order has been submitted.

All online orders made by companies located in the state of California, are taxable. If you are a tax-exempt entity, or an authorized distributor, please contact Anaheim Automation at 800-345-9401 prior to placing an order.

All quoted lead times and promises of delivery are approximated as closely as possible by Anaheim Automation, but are subject to delivery estimates made by its suppliers, weather conditions, fires, strikes, disputes, accidents, delays in transportation, material, fuel, or labor shortages, or any other cause beyond reasonable control of Anaheim Automation. In no event will Anaheim Automation, Inc. assume any responsibility for delays in shipments or deliveries.

All Sales are made pursuant to the Terms and Conditions herein, and are in lieu of any other expressed or implied terms, including but not limited to any implied warranties.

#### Pricing

All prices reflect U.S. dollars. All transactions are in US dollars.

Orders can be placed via our web site, mail, email, phone, or fax.

## **Change Orders**

Our highly automated order system has a very short time span (usually minutes), to process online orders. A third-party vendor processes online orders. Once an order has entered the processing cycle, Anaheim Automation cannot accept changes. If a customer needs to make a change, please call our Customer Service Department immediately; do not rely on an email request.

#### Insurance

Because our terms are FOB origination, Anaheim, California, within the U.S, the risk of loss transfers to to the customer when Anaheim Automation, Inc. delivers the goods to the carrier. Insurance is available at the customers expense to insure against loss or unusual damage (not currently available for online orders). Such requests for insured shipments must be in writing. Insurance is not automatically included in the shipping charges. Customer Service can calculate the cost of insurance at the time an order is placed. If a customer chooses to purchase insurance, the charges will be added to the invoice. Insurance option is not available online; this request must be called in.

#### **Tracking Shipments**

Tracking numbers are generated and available soon after an order is processed from our facility (tracking from drop-shipment locations is not available online). An order cannot be tracked until the carrier has initially scanned the package at their facility (generally after 9 p.m. EST on shipment date. A customer can obtain a tracking number from a Customer Service representative by phone at (800) 345-9401, or email, sales@anaheimautomation.com.

\*\*\*Due to uncertainties regarding tariffs on Chinese products and sub-assemblies, the pricing listed on our web site and in quotes are subject to change at any time, including after an order has been confirmed. If an order is confirmed and tariffs are increased before the products or sub-assemblies have been received from China, Anaheim Automation will "share" in the additional tariff charge.

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