

TERMS & CONDITIONS

Your purchases from OmniCom are made subject to these Terms and Conditions. Please review them carefully before placing your order.

1. Delivery: We will deliver your order on time, configured and complete to the address you have designated and will make every effort to ship in accordance with the delivery option you have selected. Delivery dates may be affected by our late receipt of all information necessary to ship or other causes beyond our reasonable control. In any such event, we are not liable to you for any loss of time, material, or production or any other loss resulting from late delivery.

2. Payment Terms: If you would like to establish a COD Company Check or an open account, please complete the customer application and forward it to our Credit Department for review. During the credit application process, business may be conducted via COD Cashiers Check and Electronic Funds Transfer. We reserve the right to change the terms of sale at any time. All payments must be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by OmniCom. For payment terms other than net 30, additional fees may apply.

- Net terms require prompt payment by company check within the terms granted. Terms begin from the shipment date unless otherwise stated on the invoice.
- All payments must be received on or before the due date. A late payment charge of 5% per month will be charged on all invoices not paid within the defined terms. Our Credit Department is available to help you on all billing matters so please don't hesitate to call.
- There will be a \$35.00 charge for returned checks and EFT rejections for any reason.
- Please pay from the invoice provided, as no statement will be issued.
- In the event OmniCom retains a collection agency or attorney to enforce any of your obligations to OmniCom, you agree to pay all of OmniCom's costs and expenses associated with such enforcement, including all collection, attorney, and litigation fees. You agree to pay and/or reimburse OmniCom for any and all sales, use and excise taxes which may be imposed on you or OmniCom by any government entity as a result of any sales to you, regardless of when such taxes may be assessed, imposed, or levied.

3. Damages in Shipment: Please inspect product immediately upon receipt and notify OmniCom of any damage or shortage the same day of delivery. Regardless of your shipping terms, we will assist you if the merchandise is verified as damaged in transit. If this occurs, please take the following action:

- Do not accept a visibly damaged product until the person making the delivery has made a note to the extent of the damage through their electronic device or has endorsed the air bill and/or bill of lading with such statement. If no such statement is in writing you are taking responsibility for the damages.
- If damage is concealed and found after unpacking, retain all packing material and immediately call us. Concealed damage must be reported within 24 hours from time of receipt of shipment.
- Notify us immediately of damages so that we can assist you in processing a claim with the freight carrier. When calling, please have the Invoice number at hand.
- Please send us copies of all airbills/bills of lading and inspection reports.

4. Refused Shipments: Any OmniCom equipment ordered and subsequently refused will result in charges applied for shipping and restocking. The restocking fee charged will be 20% of the total invoiced amount of the refused shipment. Any order that is returned to OmniCom and re-shipped to the customer will result in additional shipment fees. These fees are added to the original invoice total. **Shipment refusal will result in automatic suspension of credit terms and COD privileges for one year or until resolved.**

5. Return Policy: Refer to Warranty Statement and Return Policy.

6. Warranty Claims: Refer to Warranty Statement and Return Policy. For information about manufacturers' Return Merchandise Authorizations, please visit the manufacturers' respective website.



TERMS & CONDITIONS Continued

7. Limitation of Liability: In no event shall OmniCom be liable to you under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to, such losses as (i) wages paid to your employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, or (viii) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim relating to your purchases of goods or services from OmniCom, including losses resulting from your general or particular requirements or needs, whether or not OmniCom, at time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by you by cover or otherwise. **OmniCom's liability to you shall in no event exceed the purchase price of the nonconforming goods or services giving rise to OmniCom's liability to you.**

8. Choice of Law, Forum Selection: OmniCom controls and operates its business from its offices located in Glendale, California, USA. Consequently, any questions relating to these Terms and Conditions or their application in a particular situation shall be governed by the laws of the United States and the State of California. Any legal or equitable action of whatever nature brought by you against OmniCom arising out of or related in any respect to these Terms and Conditions or your purchases or other dealings with OmniCom shall be brought solely in the appropriate court of the State of California located in the jurisdiction where OmniCom has its principal place of business.

9. Amendments: By purchasing from OmniCom you agree to be bound by these Terms and Conditions in effect at the time of your purchase. You agree that OmniCom may change any of these Terms and Conditions upon 15 days prior written notice to you, and that such changed Terms and Conditions will thereafter apply to any new transactions between you and OmniCom. You agree that in the event that any portion of these Terms and Conditions is found to be unenforceable, the remainder of these Terms and Conditions will remain in full force and effect.

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