

# Terms and Conditions of Sale

## General

"Terms and conditions of Sale" apply to all purchase orders received from Buyer and entered by Advanced Fiber Solutions (AFS). Acceptance of the Buyers order by AFS is made on the express understanding that these "Terms and Conditions" govern the entire transaction of the sales.

## Prices

Prices and shipments are FOB point of shipment and do not include any taxes. Buyer will be charges taxes extra for all applicable taxes, insurance and shipping costs incurred by AFS.

## Payment

Terms of payment are Net30 (thirty) days from the date of invoice, unless expressly provided in the invoice. No discounts are authorized.

## Credit and Solvency

It is understood that AFS may alter or suspend credit terms, stop shipment, or terminate unfilled orders when in AFS's opinion, the financial condition of Buyer or his account so warrant or when Buyer is delinquent in any payment for invoiced merchandise.

Buyer understands that he orders merchandise from AFS on credit, in anticipation of his full and on-time payment. Buyer certifies that he is solvent, is able and intends to pay his obligations when due.

In any case, full payment must be maid to AFS for the products purchased. Seller reserves the right to enforce the necessary collection procedures.

## Limited Warranty and Liability

AFS warrants to the original Buyer only. The warranty expires 1 (one) year from the shipping date.

If Buyer discovers within the warranty period a defect in material or workmanship, AFS will repair or replace a product that proves to be defective, or a credit amount in the amount not exceeding the purchase price will be issued. Buyer shall return defective goods along with a description of or indication on the defect. The warranty does not apply to normal wear and tear of parts.

In no case will AFS be liable for any indirect or consequential damages and no such claims will be honored. In no circumstance will liability exceed the price paid by Buyer.

## Delivery

Shipment dates are provided to the best of Sellers knowledge and are likely, but not guaranteed.

AFS shall not be liable for a delay because of fires, floods and other "force majeure" reasons, or in any cause beyond AFS's control.

Acceptance of goods by Buyer shall constitute a waiver of all claims for delay

## Acceptance and Returns

Before ordering and utilizing the AFS product, Buyer should determine the suitability of the product for its intended use. AFS makes no warranty of "fitness for purpose". AFS's obligation to Buyer in respect to the merchandise sold shall be limited to repairing, replacing or crediting the purchase price of goods, which prove to be defective.

The return of any item to AFS for whatever reason cannot be made unless and authorizations has been provided by AFS.

Any order accepted by Buyer may not be returned after 30 (thirty) days from shipment date. A restocking fee may apply for orders returned after 30 (thirty) days.

Any customized or made-to-order item is not returnable.

## Cancellation of a Running Order

Buyer cannot cancel his order without a written consent of AFS and without payment of all outstanding invoices and cancellation charges. Buyer is liable for all cost of raw materials and labor spent for the remaining part of the order plus an overhead charge of said costs. Buyer may be required by AFS to accept a minimum of 3 (three) times the average monthly shipments made against the running order prior to its cancellation.