

Dolph Microwave Co., Ltd.	Terms & Condition	
Add: NO. 34, Feng Hui Nan Road, High-Tech Zone, Xi'an, China	Date:	No.:
Tel: +86-29-8881 0979	Sales Rep.	Serah
Web: www.dolphmicrowave.com		

Terms & Condition

Ordering

Orders may be placed directly with Dolph Microwave (Seller) sales department. A proforma invoice will be sent by email from Dolph Microwave to confirm the acceptance of the order.

Payment Terms

1) PO amount above \$50,000.00USD:

50% down payment by T/T after Purchase order confirmed within 3 days;

50% balance payment by T/T once good is prepared well but before shipment.

2) PO amount within \$50,000.00USD:

100% by T/T after Purchase order confirmed within 3 days;

Pricing

All prices are (EXW). Prices quoted are in US dollars and do not include any taxes, freight and insurance. Due to continuing changes in technology, design and manufacturing, prices and specifications are subject to change without notice. Always confirm prices and specifications before order is placed.

Shipping Cost

If buyer needs seller to ship, shipping cost should be added to the order cost. All shipping and handling costs will be prepaid by the Buyer. Other arrangements specified by the Buyer must be approved by

the Seller. The price of our products includes packing, but does not include shipping costs.

Duties, customs and destination local charges shall be paid by the Buyer. Freight costs for international shipments being shipped via a freight forwarder is calculated to the destination port.

Delivery

Delivery time quoted is based on the date of the order payment received by the Seller. The Seller shall not be liable for delays resulting in its inability to fulfill its contractual obligation hereunder when the causes thereof are beyond the reasonable control of the Seller. Such circumstances include, but are not limited to, acts of God, acts of public enemy, acts of civil or military authority, acts of disaster, acts of pandemics or governmental priorities.

Title and risk of loss or damage to the goods sold hereby shall pass to the Buyer upon delivery of goods to a common carrier or freight forwarder nominated by the Buyer.

Claims

Claims for shortages must be made to the Seller in writing within 30 days after the date of shipment from the Seller's plant. All goods become the property of the Buyer upon delivery to the carrier. Claims for goods lost in transit or damage must be made immediately against carrier by the Buyer.

Change Order and Cancellations

Purchase order may be canceled or changed by the Buyer only with written approval from the Seller. The Buyer is liable for the actual labor costs and expenses for work in process and raw material committed from the date of Seller's Order Acknowledgment. All orders submitted for cancellation within 20 days of scheduled shipment date will be subject to 100% cancellation cost.

Seller shall have no obligation to commence any extra or changed work relating to the change order without a written agreement as to adjustments to contract price and delivery schedules effective thereby.

Warranty

Seller warrants its products to be free from defects in materials and workmanship under normal use

and service for one year from the date of shipment. The limit of liability under this warranty is to repair or replace any products or parts at Seller's option and shall not extend to any incidental or consequential damages there from. In no event shall Seller be liable for direct, indirect, special, consequential or punitive damages for breach of warranty. Seller have right of final determination as to existence and cause of a defect, whether adjustment is allowed. If allowed, whether adjustment will be by repair, replacement, or refund.

If there's any fault components (non-human caused) within warranted time, Seller will support buyer free of charge. If there's any fault components exceed seller warranted time, buyer should inform seller in advance and seller will quote for buyer the charges of broken parts and shipping cost separately. Buyer needs to pay for all packing, transportation and transit insurance costs for components. The warranty is valid only for the original Buyer.

Seller reserves the right to discontinue models at any time or change specifications, design, or prices without notice and without incurring any obligation.