

Terms and Conditions and acceptance of the order. All products and/or services offered by American Services And Products "Seller" and/or our associates and/or our affiliates (Acimex Trading, International Market, Cargo Deal, Cutler Bay Safety and Medical) are subject to these terms and conditions, and by any additional terms and conditions as specified on the purchase order or sales agreement between the "Seller" and "Buyer". No binding agreement shall come into existence without Seller's and Buyer's consent in writing. Any order issued to Seller's quotation shall be governed by the laws of the State of Florida. In the event Buyer request a change order to any order issued related to the quotation which causes a delivery delay, changes the equipment configuration, or cancellation of an order for any product which requires integration by "Seller", less than sixty (60) days prior to scheduled delivery. Buyer will be subject to a 20% charge based upon the list price of the affected equipment, and/or an amount to cover work actually performed and related expenses. The Buyer will be subject to a cancellation fee for the cancellation of any special equipment any time after an order is received by Seller. Unless otherwise stated on the face of the document, all prices quoted expire thirty (30) days after the date of the quotation. All prices quoted are in USD. The delivery date for products not in stock (Including any change orders) is between (4-8) weeks of the date on which the order is placed, except for products made and imported from ASIA with standard delivery (2-4) months. All products in stock at the factory can be shipped within 24-48 hours after the order is received and confirmed with full payment or pre-approved credit. In the event the quotation is issued and related to a current purchase agreement between Seller and the Buyer, this quotation shall remain valid for the period stated on the face of the document or until the expiration date of the ordering period of any such purchase agreement, whichever occurs first. Any mistake such as stenographic, typographic, and clerical errors are subject to correction. Unless otherwise stated in writing by Seller, all prices quoted are FOB Origin (Ex-Works Factory) without transportation costs, insurance and taxes (any local taxes, state taxes, sales taxes county and others taxes). Such taxes and other charges, when applicable, will appear as separate additional items on Seller's invoices. Terms of payment is pre-paid or other term as specified on the face the document. In some cases we may accept 50% Down Payment with the Order and 50% due on the shipping date from the manufacturer. Seller reserves the right to change the terms of payment, when the Sellers opinion the financial condition or previous payment record of Buyer so requires. All orders issued by Buyer related to this quotation shall be invoiced by Seller at time of shipment. L/C "Letter of Credit" may be accepted in some cases as indicated, this shall be interpreted to mean in acceptable confirmed, irrevocable letter of credit in favor of SELLER in a United States bank. All bank charges shall be paid by Buyer. All invoices are prepaid within the terms as stated on the Seller's invoice. SELLER will make every reasonable effort to meet any delivery date(s) quoted. SELLER will not be liable for its failure to meet the quoted delivery date(s) or for any delay in performance due to unforeseen circumstances or due to causes beyond its control or forces of nature (Earthquakes, Tornados, Hurricanes, Tropical Storms etc.). All products made with quality materials are guaranteed by the reliable manufacturer(s) and are packed appropriate for shipment and storage in accordance with standard commercial practices. All other prices are F.O.B. Seller's location (City of Cutler Bay "Miami" Florida USA) unless otherwise agreed to in writing. Buyer will pay all transportation (Shipping and Handling) charges. Seller will ship in accordance with Buyers shipping Instructions. In the absence of specific instructions or if Buyers instructions are deemed unsuitable, SELLER reserves the right to ship by the most appropriate method using domestic carriers/trucks (USPS, UPS, FEDEX, Yellow-Roadway, AAA Cooper etc) and for international shipments Seller will use Air/Ocean Cargo companies known in the industry. Extra packaging and express delivery may be requested to the Seller upon Buyer's acceptance of payment of these extra expenses. Title to the products and risk of loss and damage shall pass to Buyer: When the F.O.B. point is Seller's location, upon delivery to a common carrier. Buyer may request test of the products ordered related to the quotation upon Seller's acceptance and availability schedule. Seller may offer installation services subcontracting qualified personnel with date(s) mutually agreed upon. The cost of installation site preparation shall be Buyer's responsibility. Acceptance shall be accomplished using standard testing procedures established by Seller/Manufacturer that are applicable to the products. If Buyer wants to witness final tests, SELLER will give Buyer at least five (5) days advance notice of the date of said tests. SELLER shall inform the Buyer of any charges that may be associated with tests. If Installation is delayed by the Buyer, Buyer agrees to accept the products based upon the standard acceptance tests run at SELLER's location prior to delivery. Written authorization must be obtained before returning any material. Seller will not be responsible for any material returned without prior written authorization or for material that is returned freight collect. All products are guaranteed by the manufacturer against defects in materials and workmanship. The warranty period for each product will be provided on request at the time of sale and is specified in documentation supplied with the product. During the warranty period, Seller will, at its option, either repair or replace products that prove to be defective, Warranty period shall be 90 days from date of shipment unless otherwise specified, some products are guaranteed for 6 months (uniforms), 12 months (most electronic products), 24 months (carrier -vests) and 60 months (ballistics products) accordingly with certification and standard practice for the industry of the specific product. Warranty service will be performed at Buyers facility only upon Seller prior agreement and Buyer shall pay Seller round trip travel expenses when necessary. In all other cases, products must be returned to a service facility designated by Seller upon approval of the manufacturer. Buyer shall prepay shipping charges for products returned to Seller for warranty service and Seller shall pay for return of the products to Buyer. Buyer shall pay all shipping charges, duties and taxes for products returned to Seller from another country. The warranty shall not apply to defects resulting from: Improper or inadequate maintenance, modification or misuse by Buyer and/or the "End User". Seller will not be liable for Any Direct, Indirect, Incidental or consequential damages, whether is based on contract, tort or any other legal theory. Seller may replace product for another with similar quality in case the product is no longer available or it is discontinued by the original equipment manufacturer. Any attempt to assign or transfer any of the rights, duties or obligations under this agreement shall render such assignment or transfer null and void. Certain products may not be exported from the U.S.A. without specific approval from the Department of Commerce directed by Export Administration Regulations and/or the Department of State under legislation of ITAR. It is the BUYER'S and EXPORTER's responsibility, to obtain such licensing, unless otherwise agreed upon and/or additional terms and conditions. When applicable, equipment sold may be subject to Public Law, and any local, state or federal ordinances. FCC regulations should be consulted prior to use of any radio transmitting equipment. It is the sole responsibility of the BUYER to consult legal counsel for interpretation of any local, state or federal laws applicable to the intended use of all equipment sold. If seller should obtain the Export Licenses, then the buyer must provide an Letter Certified by the End User or DSP83 form signed with the contact full name, address, country, telephone number, email so we can apply for the export license which may take 2-6 weeks to receive. Distribution or resale of the regulated items is for the ultimate destination only. No re-export is permitted without US Government authorization. Seller and Buyer must find workable environment with friendly interaction and respectful relationship to resolve any misunderstandings. In case of conflict resolution where face to face meetings are not possible, then, all parties including the management and employees should make efforts with the objective to find alternatives to resolve alone or with witness, otherwise, as final resource, the conflict should be resolved with an authorized representative of the American Arbitration Association.

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