



## **KIRSTING ELECTRIC. TERMS AND CONDITIONS OF SALE**

**TERMS:** Thirty (30) days net from date of invoice, unless otherwise specified.

**SHIPMENT AND DELIVERY:** All orders will be shipped F.O.B. KIRSTING's factory or warehouse(Except ship by DHL is C.I.F.). All destination, shipping and other charges shall be paid by the customer.

Acknowledged delivery dates of orders are approximated.

KIRSTING shall not be liable for any cost or expense caused by the delay of a delivery, if the delay is beyond the reasonable control of KIRSTING.

**MINIMUM BILLING:** \$ 100.00 net.

**ORDER ACCEPTANCE:** all orders shall be subject to acceptance by KIRSTING either by written acknowledgement or by actual shipment. All orders and sales are subject to the terms and conditions herein.

**PRICES:** All prices are net prices in China, and are exclusive of any applicable sales, use, excise or other taxes. Prices will be charged based on published prices effective at the time of acceptance of order. All prices are subject to change without prior notice.

**CLAIMS:** Customer is responsible for inspection and final acceptance of merchandise. Claims for shortages must be filed with KIRSTING within thirty (30) days of receipt of merchandise. Claims for billing errors must be filed within thirty (30) days of date of invoice.

**CANCELLATION:** Cancellation of orders are subject to acceptance by KIRSTING with a minimum of five (5) days prior written notice by customer. All costs and expenses incurred until the date of cancellation will be charged to customer at KIRSTING's discretion. Orders for custom products, and/or for standard products in quantities larger than regular inventory quantities, may not be cancelled once in production.

**TITLE:** Title to merchandise will remain with KIRSTING until invoice is paid in full by the customer.

**RETURN OF GOODS:** Only those items that are bolded on the price list are returnable items. No merchandise may be returned without prior written return authorization by KIRSTING. Returned products must be standard products and must be new and in resalable condition and in original packaging, shipped freight prepaid. No return will be accepted for products shipped to customer prior to twelve (12) months period. All returns are subject to a re-stocking fee of usually 20% of the invoiced amount. Credit for returned products may be made towards the purchase of new merchandise.

**GOVERNING LAW:** All terms and conditions herein shall be subject to the laws of the People Republic of China.

**WARRANTY:** All products manufactured by KIRSTING are covered by a one(1) year limited warranty, commencing from the date of purchase by the end customer. KIRSTING warrants its products against defects in material and workmanship under normal use and service. If, within the period of warranty, a products should be found to be defective, KIRSTING will, at its own discretion, replace or repair the product, or issue credit to the customer, after the product has been returned to KIRSTING for testing and evaluation. Not covered under this warranty are defects caused by alteration, change, improper installation or use of the product for which the product has not been designed for and for which such change, alteration, installation or use has not been authorized and approved by KIRSTING.

Products sold by but not manufactured by KIRSTING, will be warranted under and limited to the extent of original manufacturer's warranty policy. To the extent allowable under applicable law, any liability for consequential or incidental damages caused by Manufacturer's products is expressly disclaimed.

**Effective March 1, 2015. Subject to change without notice.**