

## **TERMS AND CONDITIONS OF SALE**

### **PRICES**

All prices are FOB Riverside, California, and are subject to change without prior notice. Updated price sheets will be mailed to Dealers and Distributors periodically, but current pricing should be certified when placing orders.

### **ORDERING**

Orders may be placed by telephone, FAX, or mail. Please refer to our part number and description.

### **SHIPPING AND FREIGHT**

Unless otherwise specified, orders will be shipped UPS Ground. Expedited delivery may be requested, with any additional cost being borne by the customer. Dealers and Distributors should refer to our current price sheet for applicable shipping terms.

### **CLAIMS**

All merchandise is carefully packed and in good condition when shipped from our warehouse. Claims for damages must be made immediately with the carrier, since title passes to the customer upon our delivery to the carrier. Multiple package orders may become separated in transit and arrive on different days. Claims for shortages or other discrepancies must be made within ten days of receipt and be accompanied by the invoice.

### **RETURNS**

Returns of merchandise will not be accepted unless approved in advance. A Returned Merchandise Authorization (RMA) will be issued for approved returns and must be displayed on the outside of the returning package, which must be shipped freight prepaid. Returns must be accompanied by a proof of purchase and a written description of the problem. Credit for approved returns will be issued if the merchandise is in saleable condition when received by us. A 10% restocking charge will apply to all returns unless the error is ours.

### **TERMS AND PAYMENT**

All orders are shipped credit card unless credit has been established. Orders delivered inside California will include sales tax unless a resale card has been furnished to us by a legitimate resaler. We accept Visa, MasterCard and American Express on all sales. Prepayment by credit card or money order will expedite shipment. Once credit has been approved, our terms are 2%/10, net 30 days. Interest at the maximum legal rate will be charged on all past due accounts. If legal or collection costs are incurred, IMS will charge and has the right to collect amounts that are reasonable and customary with respect to such actions. A \$15.00 fee will be charged for any check returned unpaid. Payment in advance may be required on subsequent orders.

### **EXPORT SHIPMENTS AND FOREIGN ORDERS**

Foreign orders must be prepaid in U.S. dollars. Orders will be shipped freight collect. A processing fee of \$25.00 applied to orders requiring documentation.

### **LIMITED WARRANTY**

All items not manufactured by IMS carry the original manufacturer's warranty, and IMS makes no warranty or representation, express or implied, with respect to such products. Products manufactured by IMS are guaranteed to be free of defects in materials or workmanship for a period of thirty (30) days from the date of shipment. Any item which we judge to be defective will be repaired or replaced, or the purchase price refunded, at our option. This limited warranty of IMS is expressly in lieu of all other warranties, express or implied, including merchantability or fitness for a particular purpose. IMS will not accept any liability for any accidental or consequential damages incurred with respect to the purchase, sales, or use of the products warranty. The buyer assumes all risk and liability for the use of these products, whether used singly or in combination with other products.