



Micronor Sensors, Inc.  
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## MICRONOR SENSORS , INC TERMS AND CONDITIONS OF SALES

Document 98-MCRO-06  
Document Revision B  
Effective January 1, 2022

### GENERAL INFORMATION

MINIMUM ORDER:	\$100.00
CURRENCIES:	All prices quoted are in U.S. Dollars (USD)
TRANSPORTATION:	Prices do not include these costs
INSURANCE:	Prices do not include these costs
INCOTERM:	FCA Ventura, CA USA (ICC INCOTERMS, 1990)
GOODS:	Diversion contrary to US Law is prohibited
DUTIES:	Not included in destinations outside USA
TAXES:	Prices do not include applicable taxes
PRICING:	All prices subject to change without notice

### WARRANTY

MICRONOR SENSORS, INC. ("MICRONOR") is a distributor of Fiber Optic and Electromechanical Sensors and Controls. In general, warranty is provided by the manufacturer and the distributor will facilitate warranty issues between the customer and the manufacturer. Warranty for specific manufacturers follow below.

MICRONOR AG ("MICRONOR AG") electromechanical and fiber optic products are warranted for twelve (12) months from date of shipment. Warranty is provided by the manufacturer and the distributor will facilitate warranty issues between the customer and the manufacturer.

WEIDMANN TECHNOLOGIES DEUTSCHLAND GMBH ("WEIDMANN") fiber optic thermometer products are warranted as follows: (1) FOTEMP and INSULOGIX T series interface equipment is warranted for twelve (12) months from date of shipment and (2) TS Sensors, optical cables and feedthroughs are warranted for Workmanship Only as they are considered consumables. Warranty is provided by the manufacturer and the distributor will facilitate warranty issues between the customer and the manufacturer.

FISENS GMBH ("FISENS") fiber optic bragg grating sensors and interrogator products are warranted as follows: (1) FISENS FISPEC interrogators are warranted for twelve (12) months from date of shipment and (2) FBG Sensor Chains, optical cables and feedthroughs are warranted for Workmanship Only as they are considered consumables. Warranty is provided by the manufacturer and the distributor will facilitate warranty issues between the customer and the manufacturer.

If BUYER discovers within the warranty period a defect in material or workmanship, BUYER must promptly notify MICRONOR in writing. During the warranty period, MICRONOR will, at its option, either repair or replace any product that proves to be defective. These remedies are BUYER's only remedies for breach of warranty.

To obtain information in order to exercise this warranty, write or call MICRONOR. You will be given assistance and return instructions. Send the goods, transportation and brokerage fees prepaid and at the BUYER's expense, to the indicated service facility. Repairs or replacement will be made and the goods returned, transportation prepaid at Manufacturer/Distributor expense. Repaired products are warranted to be free from defects in material or workmanship for the balance of the original warranty period or at least ninety (90) days.

Any third party supplied products or items (Cables, computers, peripherals, plug-in cards, cabinets, power supplies, etc.) as offered and specified as such in the quotation will be covered only by the original manufacturer's warranty. Replacement or repair costs of such items no longer covered under the original manufacturer's warranty are the responsibility of the BUYER. MICRONOR does not warrant any such third party supplied item or product.

MICRONOR is not responsible for broken or damaged customer supplied material when received in such condition or when damaged during production. Only in the case of damage caused by the gross negligence of MICRONOR will MICRONOR be responsible for damage to such components or units and MICRONOR's liability shall be limited at its option to either repair or replace the damaged item.

#### **LIMITATIONS:**

The Warranty contained herein does not apply to:

- Defects resulting from unauthorized modifications, misuse, improper mounting or installation
- Fiber optic connector interfaces
- Fuses and AC line cords
- Other cables

The warranty contained herein is in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular use. In no event will Micronor be liable for any indirect, special, incidental or consequential damages based on breach of warranty, breach of contract, negligence strict tort or any other legal theory. This warranty is limited to the maximum price paid by the purchaser to MICRONOR, excluding shipping, transportation or duties.

#### **WEIDMAN AND FISENS RENTAL TERMS**

**Note: Rentals apply to FOTEMP Signal Conditioners and FISENS Interrogators only. Sensors, cables and feedthroughs are considered consumables are purchased separately.**

**Monthly rental period begins on the day that the unit is delivered to the customer's dock and ends 1 month from same date. Annual rental begin on the day that the unit is delivered to the customer's dock and ends 12 months from the same date.**

Following the end of the rental period, the unit must be shipped back to Micronor by the following business day at the customer's expense - or subject to prorated charges in minimum increments of one week. If the rental unit comes back with damages, repair costs shall be billed to the customer.

If customer decides to purchase the equipment before end of rental term, 50% of the paid-up rental charges ("Discount") may be applied as a discount to the purchase price. The Buyout Price is the minimum of \$100.00 *or* the difference between the List Price and the Discount. The Discount may be applied to purchase of the rental unit or a different model. For models not available in stock, the customer must extend the current rental until the purchased unit is delivered.

Failure to maintain a continuous rental agreement or become arrears in payment shall void the Rental Credit. MICRONOR shall remind the customer that the rental agreement is up for renewal but it is the customer's responsibility to extend the rental or exercise a buyout before the end of the current agreement.

## PAYMENT TERMS

**Established accounts in good standing or new accounts with approved credit are offered payment terms of Net 30 days.** Credit card payments are not accepted for Net 30 invoices, and must be paid by check or ACH. Payments delinquent past 30 days of invoice date will be assessed 1.5% a month interest. This delinquent interest rate shall also be assessed for accounts with special negotiated terms.

**Payment by ACH** must be deposited directly to the bank account of MICRONOR. Bank account information must be directly requested from MICRONOR. ACH payments are not subject to any surcharge and are the preferred method of payment.

**Payment by Check** must be addressed to the attention of Accounts Receivable, MICRONOR SENSORS, INC., 2085 Sperry Ave, Suite A-1, Ventura, CA, 93003, USA. All shipping and insurance (unless otherwise instructed) will be added to the amount of the invoice. Payment by (non-USA) international bank check is subject to a \$25 surcharge.

**Payment by Credit Card.** Orders paid via MasterCard, VISA or American Express are subject to a 3% surcharge. All shipping and insurance (unless otherwise specified) will be added to the amount of the invoice and charged to the customer's credit card. For this payment option, we will send Square invoice to customer who can pay online via credit card without MICRONOR having to handle the customer's credit card information.

**Payment by PayPal.** Orders paid via PayPal are subject to a 3% surcharge. Send PayPal payments to [sales@micronor.com](mailto:sales@micronor.com) with note referencing applicable Quote#, Invoice# and Sales Order#.

**Payment via COD** is accepted for non-approved domestic accounts only. All UPS shipping, insurance and COD costs will be added to the amount of the invoice.

**Electronic payments** via Bank/Wire Transfer are accepted. Every international wire payment or international credit card transaction is subject to a \$25 WIRE FEE line item surcharge covering intermediary and recipient bank wire fees. If a transaction involves a prepayment and then a final payment, then the invoice would be subject to two WIREFEE surcharges, etc. You must add all applicable wire/transaction fees (originating bank and other surcharges to the Gross amount that you instruct your bank or agent to send. Be aware how your bank handles wire transfers and what fees apply. For bank wiring instructions, please contact our accounting department.

**Electronic payment via Automated Clearing House (ACH)** system are accepted and not subject to the WIRE FEE surcharge. For bank wiring instructions, please contact our accounting department.

Any discrepancy in payments made to MICRONOR will delay your order and shipment.

## PACKAGING, SHIPMENT & INSURANCE TERMS

Standard Shipping Terms are FCA Ventura, CA, USA per INCOTERMS 2010. MICRONOR's responsibility is (1) to package the order, (2) insure that the goods are cleared for export, and (3) have the order ready to be picked up by the customer's carrier of choice at our facility in Ventura, CA.

MICRONOR provides standard product packaging and shipping materials as a service to our customers, suitable for ground or air shipping and handling by the major carriers and post offices. However, MICRONOR cannot (1) guarantee the packaging, (2) guarantee arrival of the shipment, (3) bear any risk of loss or damage to a product during shipment, or (4) warranty the product when stored in uncontrolled environments. Special packaging and preservation requirements must be clearly stated in the customer's purchase order, in which case, special packaging costs may be charged to the customer.

Unless otherwise specified in the purchase order, Domestic shipments will be sent UPS Ground and shipping

charges prepaid and added to invoice. Insurance will not be added unless specified in the customer's purchase order.

All International Shipments require a shipping account with an established carrier – DHL, Federal Express, or UPS. Insurance (Declared Value For Carriage) will not be added unless specified in the customer's purchase order.

For customers with approved Net 30 payment terms or payment by credit card, MICRONOR offers international shipping via UPS International which can be prepaid and added to the final invoice. However, the customer is directly responsible for local customs clearance, import duty, and VAT charges.

## ORDER CANCELLATION

MICRONOR ERRORS: Any item returned as a result of MICRONOR error can be returned for full credit within thirty (30) days of receipt. Returned items must be unused and unopened and are subject to inspection. MICRONOR pays freight on any item properly returned as a result of MICRONOR error.

STANDARD OFF-THE-SHELF ITEMS: Any order canceled before shipment by the BUYER may be subject to a 50% cancellation charge at the discretion of MICRONOR. Any other cancellation after shipment to the BUYER may be subject to a 50% restocking charge if returned within ten (10) days of receipt. Items already received by the BUYER and to be returned for full credit must be unused and unopened and are subject to inspection by MICRONOR. BUYER pays freight on any item returned as a result of a canceled order. With few exceptions, products manufactured and supplied by MICRONOR are Made-To-Order items. If in doubt whether a product is standard or made-to-order, it is your responsibility to ask before an order is placed.

MADE-TO-ORDER ITEMS: Unless cancelled within twenty four (24) hours of order placement, the order cannot be cancelled or returned for credit.

## RETURN OF MATERIAL

The return of any item or material to MICRONOR for whatever reason cannot be made unless a Return Material Authorization (RMA) number has been assigned by our customer service department (call +1-805-389-6600 or fax +1-805-389-6605 or email to [sales@micronor.com](mailto:sales@micronor.com) to obtain an RMA number and shipping instructions). At that time, a return procedure will be provided. Any return without a proper RMA number will be automatically returned at the sender's cost.

## APPLICABLE LAW AND DISPUTES

Any legal matter arising out of or related to a customer order beyond the stated Warranty Terms shall be construed and governed exclusively by the laws of the State of California and shall be exclusively resolved by binding arbitration in Ventura, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties must agree upon an arbitrator within ten (10) days after demand by either of them that arbitration be commenced. If the parties are unable to agree as to an arbitrator within said ten (10) days, the arbitrator will be selected from the panels maintained by the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties both as to law and fact, and shall not be appealable to any court in any jurisdiction. The expenses of the arbitrator shall be shared equally by the parties, unless the arbitrator determines that expenses shall be otherwise assessed.

## QUESTIONS?

Contact MICRONOR SENSORS at +1-805-389-6600 or [sales@micronor.com](mailto:sales@micronor.com)

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