



Manufacture and Design Electronics
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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOUR PURCHASES.

WARRANTY- [See warranty information](#)

SHIPMENT, TITLE AND RISK OF LOSS- Unless the delivery terms of this contract expressly provide for F.O.B. destination, shipping/delivery will be F.O.B. origin. Seller may make partial shipments.

TERMS OF PAYMENT- (a) Unless otherwise stated, terms are Due On Completion. All payments shall be in United States dollars. If shipment is delayed by Buyer, date of notice of readiness for shipment shall be deemed to be date of shipment for payment purposes.(b) On late payments, the contract price shall without prejudice to Seller's right to immediate payment, be increased by 1.5% per month on the unpaid balance, but not to exceed the maximum permitted by law.(c) If at any time in Seller's judgment, Buyer is unable or unwilling to meet the terms specified, Seller may require satisfactory assurance of full or partial payment as a condition to continuing manufacture or making shipment, and may, if shipment has been made, recover the goods from the carrier, pending receipt of such assurances.

NON-CANCELLATION - Buyer may not cancel or terminate for convenience or direct suspension of manufacture except with Seller's written consent and then only upon terms that will compensate Seller for its engineering, fabrication, and purchasing charges and any other costs relating to such cancellation, termination or suspension plus a reasonable amount for profit.

SPECIAL ORDERS - Special orders are items that we do not regularly stock, are manufactured for a specific customer or project, or are for quantities of an item that are greater than what we would normally stock. All special orders for customers must be paid for in advance, with the exception of account customers, who will be billed on Net terms. No special order will be placed without a signed quote or purchase order from the customer. Special order items are non-refundable and non-returnable. Special orders cannot be cancelled once the order had been confirmed without written approval from MADE management.

ATTORNEY FEES - Buyer shall be liable to Seller for any attorney and or collection fees and costs incurred by Seller in enforcing any of its rights as stated in this agreement.

DISPUTES - Either party may give the other party written notice of any dispute arising out of or relating to this contract and not resolved in the normal course of business. The parties shall attempt in good faith to resolve such dispute promptly by negotiations between executives who have authority to settle the dispute. If the matter has not been resolved within 60 days of the notice, either party shall initiate non-binding mediation of the dispute.

CLAIMS - Claims for shortage, defective, or mis-ordered merchandise must be made within 30 days of receipt of goods.

RETURNS - Authorization from MADE is required prior to any return. All returns must be clearly marked with a return authorization number and a copy of the original invoice/packing slip to ensure proper credit. All returns of saleable products must be shipped to MADE freight pre-paid and are subject to a 25% restocking fee.

STATUTE OF LIMITATIONS - To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transaction covered by this contract, must be commenced no later than twelve (12) months from the date the cause of action accrued.

PRICES - In the event of a price increase or decrease, the price of goods on order will be adjusted to reflect such increase or decrease. This does not apply to a shipment held at request of Buyer. Goods already shipped are not subject to price increase or decrease. Orders on a bid or contract basis are not subject to this article.

HANDLING FEE - All orders will be charged a minimum handling fee.

PRODUCT AVAILABILITY - We cannot guarantee product availability and products, nonetheless, these items may not be available for immediate delivery. We reserve the right, without liability or prior notice, to revise, discontinue, or cease to make available any or all products or to cancel any order. If there is any revision, discontinuance, or cessation, we may, in our discretion, ship products which have substantially similar functionality and specifications to the products ordered or cancel your order.

TYPOGRAPHICAL ERRORS - We strive to make every piece of information as accurate as possible. In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, we shall have the right to refuse or cancel any orders placed for products listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your account has been charged. If your account has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your account in the amount of the charge.

PAYMENT AND IMPORTATION - Import duties and local taxes are NOT included in the quoted price of goods being delivered to any locations outside the USA. You will be responsible for paying any and all import duties and local taxes including any administration charges upon receipt.

TAXES - Our Store shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within the same state. For orders shipped to other states, you are solely responsible for all sales taxes or other taxes.

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