

Visual Communications Company, Inc. (VCC) Terms and Conditions

How to Order

By Fax: Fax the purchase order to: 760-560-1301

By E-mail: Send the purchase order to:

vccsales@vcclite.com

Terms:

Orders may be made on open account, after the submission of a credit application, and credit approval by VCC. **No orders will be shipped on any account which has an unpaid balance 50 or more days past invoice date until the payment has been received in our office. Remit to address is:**

Visual Communications Company, Inc.
190 Bosstick Boulevard, Suite 101
San Marcos, CA 92069

All wire transfers are subject to a \$US 35.00 handling charge. All wire transfer fees by the sending bank, customs, duties, taxes and all other import charges are the buyer's responsibility.

PayPal™ Payments:

Payment may also be made through the secure third party account, PayPal™. See www.paypal.com for processing instructions. PayPal™ accounts are available to businesses and institutions in the US and most other countries. Our PayPal™ payment address is paypal@vcclite.com. **PayPal™ payments must be approved by VCC in advance and are subject to a fee equal to 2% of the total invoice amount.**

Purchase Orders

All orders must be made in writing via fax or email. Purchase orders may be in any format and must contain, as a minimum, the following information: Date / Purchase Order Number / Billing & Shipping Address / Shipping Instructions / Payment Terms (as quoted) / Quantity, Description & Price of each item / Contact Person / Contact Phone / Fax Number and/or email address / Requested Delivery Date.

No terms or conditions on Customer's purchase order (unless expressly referred to on the face of VCC quotation and / or acknowledgment) shall be binding upon VCC unless agreed to in writing.

Shipping Charges

All orders will be shipped on buyer's account, unless

otherwise noted. Shipments are FOB San Marcos, CA unless otherwise negotiated with freight prepaid and added to invoice. (Shipping charges DO NOT include any customs, duties, local taxes, or any other import fees.)

Pricing

Prices are shown in U.S. Dollars (USD).

Quantity Discounts

Volume discounts are applied to qualifying orders.

Quoted Prices

VCC quoted prices are valid for 60 days, unless otherwise stated on the face of the quotation.

Errors:

All clerical errors are subject to correction.

Changes:

Any changes in the terms of an order once accepted by VCC, including, but not limited to, price, quantity, delivery date or shipping schedules, will not be binding unless submitted in writing (letter or fax) and accepted by VCC.

Product Information:

Detailed product information and specifications are available on the VCC web site: www.vcclite.com The product catalog is available in its entirety on the website and upon request by contacting the VCC office. (The most up to date and comprehensive information will always be found on the website.)

Product Warranties:

VCC warrants all products manufactured by VCC against defects in workmanship for a period of one year. This warranty does not cover abuse, modification, disassembly, or in the case of kits, failure to assemble them properly. This warranty is limited to the repair or replacement of the defective part(s) or product(s).

Return Policy:

Before returning any item to VCC, the buyer must first contact the VCC office to get a Return Merchandise Authorization (RMA) number. Returns must be shipped freight prepaid and be well packed. VCC is not responsible for items damaged in transit back to VCC. Include the RMA number. Returns may be subject to a re-stocking charge.

Damaged or Lost Items:

If the Customer receives carton(s) that are visibly damaged, the damage should be noted on the carrier's

freight bill or receipt. Retain a copy of this receipt. After receiving the goods, keep the original carton, all packing material and parts intact. Notify VCC office at (760) 560-1300 within 10 calendar days after receipt of a damaged shipment, or as soon as the Customer determines that a shipment is lost.

Shortages:

Any claim for shortages must be reported to VCC within ten (10) calendar days of receipt of goods.

VCC provides repair services for VCC products. Quotes will be provided to the Customer prior to repair. Contact VCC with Customer's specific needs.

Delay in Production or Delivery of Goods:

VCC will not be liable for any delay in production or delivery of goods if such is due to accident, fire, flood, labor dispute, war, terrorism or any other cause whatsoever that is beyond VCC's reasonable control. If, for reasons other than the foregoing, VCC should default or delay or not deliver products, Customer's sole remedy against VCC will be an option to cancel its purchase order, by written notice to VCC, without assessment of a cancellation charge.

Title to Goods:

The title to, and risk for, the products ordered from VCC, will pass to the Customer at the time the goods are delivered to the Customer's address by the carrier specified in the shipping instructions the Customer gave VCC. If no specific shipping instructions, then when delivered by any common carrier.

Returned Checks:

If the Customer pays VCC by check, and it is returned, for any reason, Customer will be required to forward a replacement certified check or money order for the full amount of the check plus a service charge of \$50. Customer will also be liable for any other reasonable charges imposed by a check verification company or collection agency.

Finance Charges:

A balance on any Customer account 30 or more days past due at the end of any given month is subject to 1.5% Monthly (18% per Annum) Finance Charge.

Sole Remedies:

Customer's sole remedies are as provided in these terms and conditions. In no event will VCC be liable for any costs for any indirect, special, consequential, incidental, or punitive damages of any sort, whether based on tort or breach of contract, and/or warranty.

Governing Law:

The contract of sale that arises from the acceptance of any order by VCC will be governed by the laws of the State of California (USA). All sales are made on the terms, conditions, and warranties contained herein. To the extent of any conflict, these terms and conditions take precedence over any on Customer's order form.