

Standard Terms and Conditions 2023

#### 1. Terms of Sale

For all new accounts / first time orders:

- · Pre-payment only. Checks and EFT accepted.
- Visa/Master Card/AMEX credit cards are accepted for a 3.95% processing fee.
- All International orders require pre-payment in full prior to shipping, bank deposit only.

Future orders for existing customers:

Below \$5,000: net 30 days at invoice.

Between \$5,000 - \$10,000: net 15 days at invoice.

Between \$10,000-\$20,000: 50% Pre-payment, the remainder net 15 days at invoice.

Above \$20,000 - Terms on individual basis.

All non-US based customer orders will require a full pre-paid bank deposit, prior to order processing.

We need the following information: Tax ID number or W-9; Sellers/Reseller's Certificate or Tax-Exempt information; Banking & Credit References, full address (billing & shipping) with contact numbers, confirmation and invoicing emails; shipping instructions; purchase order number; item number, quantity, pricing and/or quote; programming instructions if needed; and any special invoicing instructions a company might require.

Credit limits of \$3000 to maximum \$15,000 will be established based on credit report. Credit limit includes the value of processed orders & pending orders. A higher credit limit can be discussed with your Sales Engineer and/or the Sales Manager based on payment history.

Terms and conditions are subject to change without notice. RealTech Controls reserves the right to withdraw and/or alter any quotations based on manufacturer supply and pricing alterations.

It is the sole responsibility of the customer to make sure all items supplied, whether used individually or in complete systems, confirm to the operation, standards, specifications, and certifications required.

# 2. Freight & Handling, Delivery Times

Standard delivery time is 1-2 weeks and will be specified on a quote. A 2-3 day expedite maybe available for an additional charge. Charges will be added to the invoice to cover all freight and handling costs. Our preferred method for shipping is UPS but FedEx is also available if requested.

We do not generally accept collect shipping from customer courier accounts due to the complexities involved and chances of errors or delays but upon approval, this could be specially arranged for a single shipment.

We cannot be held responsible for any manufacturer delays.

Systems: Depending on the complexity of a system, a typical lead time of 2-4 weeks is expected.

# 3. Payments are to be sent to:

RealTech Controls 5444 Sepulveda Blvd #216 Sherman Oaks, CA 91411

RealTech Controls cannot be held liable for payments mailed to another location. Please contact us for our bank details if need be.

\*An Interest Fee of 10% per year or 0.85% a month will be applied to balances over 30 days.  $\mbox{^{\star}}$ 

#### 4. Demo / Evaluation units

Demo or evaluation units are available.

They are issued with a 30-day invoice. At the end of 30 days, the invoice can be paid or the unit returned for full credit as long as the unit is in resalable condition. A negotiated term is also an option as per customer requirements.

## 5. Return Policy

If you are unhappy with your purchase for any reason, you may return an item according to the conditions below. A credit note will be issued to your account, and the outstanding amount will automatically be set off against future purchases. The following criteria must be met:

- Although we do our best (if necessary) to help specify and/or advise the best instrumentation for a project or application, the final responsibility rests on the customer for correct operation and use.
- Customer is responsible for all return shipping charges.
- Items may only be returned after agreement with our customer service and must be accompanied by a completed Product Returns Form.
- Items returned without prior agreement will be refused and returned to you at the customers' own expense and risk.
- The item should be returned in their original, undamaged packaging and be accompanied by the manual, if one has been delivered with the item.
- The item must be unused and in saleable condition (as new).
- Standard items returned within 30 days after delivery will be credited at 90% of the item value amount, which includes a 10% restocking fee.
- Intrinsically safe / explosion proof transmitters or systems will require an additional 25% restocking fee, regardless of all conditions.
- All shipping charges will not be credited.
- Items returned after one month and before 3 months after delivery will be credited at 50% of the item value amount.
- Items returned more than 3 months after delivery will not be credited.
- Items that are not EMEC, ECD, Analynk, Aparian or PR Electronics, cannot be returned. This includes 3rd Party Items, and/or Accessories.
- Systems (wireless transmitters / with expansions / enclosures, water analyzers, water treatment controllers with sensors etc.) or customized systems and items cannot be returned.

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## 6. Warranty (Repair Policy)

RealTech Controls shall under no circumstances be liable for loss of production, loss of profit or any other consequential damage and indirect loss, due to product malfunction / failure, or misuse. Freight charges are to be paid by the customer, and freight is at the risk of the customer.

PR Electronics: Warranty for 5 years (from date of delivery), either direct or 3rd party, to repair free of charge, any defects due to manufacturing, material or production faults. PR's liability for insufficient repair cannot exceed USD \$2000 for each product.

Analynk Wireless: Warranty for 2 years (from date of delivery). Products will be evaluated the by manufacturer, and the outcome determined at their discretion.

EMEC: Controllers and Analyzers warranty for 2 years (from date of delivery). Sensors / probes are warrantied for 6 months from date of delivery. Products will be evaluated the by manufacturer, and the outcome determined at their discretion.

Electro-Chemical Devices (ECD): Controllers and Analyzers warranty for 2 years (from date of delivery). Sensors / probes are warrantied for 6 months from date of delivery. Products will be evaluated the by manufacturer, and the outcome determined at their discretion.

Aparian: Communication Modules Warranty for 2 years (from date of delivery). Products will be evaluated the by manufacturer, and the outcome determined at their discretion.

RealTech Controls: Control systems and packaged solutions warranty for 2 years (from date of delivery). LED lighting warranty is 5 years (from date of delivery). Products will be evaluated the by manufacturer, and the outcome determined at their discretion.