



INTERNATIONAL CUSTOMERS MUST PURCHASE VIA AUTHORIZED MAURY DISTRIBUTORS WHEN APPLICABLE

These terms shall apply to all quotations and resultant direct sales to customers outside the United States of America, unless otherwise mutually agreed upon.

1. **Price and FOB Point:** Prices are quoted in U.S. funds, FOB Maury Microwave Corporation factory, Ontario, California, USA. **(Not any U.S. airport)**
2. **Payment Terms:**
 - A. Full cash payment - In US funds drawn on a US bank **OR**
 - B. Letter of Credit - Must specify correct description, total amount of the pro-forma invoice, and be written in English. It shall be issued to us at the bank listed below and shall provide for payment at our bank upon presentation of MMC commercial invoice and freight way bill (or postal receipt) only. The Letter of Credit shall allow for payments upon partial shipments, when applicable, and shall have a duration of 90 days minimum or 45 days past the latest shipping date quoted. **All banking charges associated with the Letter of Credit are paid from applicants account.**

OR

Bank of America (for Letter of Credit) International Bank Office No. 662 P.O. Box 3141, Terminal Annex Los Angeles, CA 90051 USA	C. Bank Transfer - Bank of America (for Bank Transfer) Swift No. BOFA US3N 9719 Foothill Blvd. Rancho Cucamonga, CA 91730 Maury Microwave Corporation Account No. 02109-00102, Transmittal Routing #121000661
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3. **Minimum Purchase Order:** \$300. not including MMC Internal Handling charge.
4. Under no circumstances will we accept a penalty clause.
5. **Export License:** Maury products typically are exported under US Dept. Of Commerce export license regulations.
6. **Shipment:** Shipments are normally made by the carrier customer specified at his own expense. In the absense of specified shipping instructions, the Seller will ship by the most advantageous method. All freight, export documentation, insurance, and their handling fees are collect. Any and all duties and export charges are payable by buyer.
7. Delivery is quoted from date of acceptance of written purchase order, cash payment, letter of credit, or bank transfer.
8. Do not change any terms contained herein without our express written approval.
9. **Errors:** Seller reserves the right to correct clerical or stenographic errors or omissions.
10. **Responsibility:** Seller is not responsible for any loss, damage, or delay that may occur after goods have been accepted for shipment by carrier. All claims pertaining to shortages or deviations from ordered items must be made in writing within thirty (30 days) of invoice date to be considered valid.
11. **Returns:** Buyer shall not return excess or unused merchandise for credit without Seller's authorization. Buyer shall obtain a return authorization number from Seller prior to any return. Seller reserves the right to decline all returns or to accept them subject to a handling charge of not less than 15%. Even after Seller has authorized the return of goods for credit, Seller reserves the right to adjust their offer in accordance with the condition of the goods on arrival at their plant. In no case will Seller offer credit for goods returned six months or more after shipment. Credit for returned merchandise is issued only to the original Buyer and not to subsequent owners of the goods.
12. **Patents:** In the event that suit is brought against the Buyer alleging infringement of patents, the Seller reserves the right to substitute for items which are alleged to infringe other equally suitable items without altering conditions of this sale. The seller also has the right to take back infringing items, refunding only purchase price less reasonable allowance for use.
13. **Specification Changes:** The seller retains the right to discontinue and/or change specifications of any instrument or equipment without notice, and without incurring any obligation to incorporate new features on units previously sold.
14. **Acceptance:** All orders and sales contracts are valid only upon written acceptance by an officer of the Seller at our office in Ontario, California, USA.
15. **Liability:** It is understood and agreed upon that these terms and conditions of sale embody each and every warranty, representation, and condition made by the Seller concerning this or any sale, and the Seller neither assumes nor authorizes any other person to assume for them any liability in connection with this sale. The Buyer further agrees to hold the Seller liable and for such warranties, representations and conditions as are specifically herein set forth in writing.
16. **Warranty:** Maury Microwave Corporation warrants each instrument of its manufacture to be free from defects in material and workmanship. Our obligation under this warranty is limited to servicing any instrument returned to our factory for that purpose and to making good at our factory any part or parts thereof (except tubes, fuses and batteries) which shall, within one year after making delivery to the original purchaser, be returned to us with transportation charges prepaid, and on our examination shall disclose to our satisfaction to have been defective. Maury Microwave Corporation reserves the right to make changes in design at any time without incurring any obligation to install same on units previously purchased. This warranty is expressly in lieu of all other obligations or liabilities on the part of Maury Microwave Corporation. Maury Microwave Corporation neither assumes nor authorizes any other person to assume for them any other liability in connection with the sale of their instruments and equipment.

THESE TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE.