July 2, 2018

Boston Electronics Terms and Conditions for Website Sales

Payment Options

Online orders from new customers must be paid by credit card, PayPal or Google Pay. Credit cards are charged upon shipment.

Shipping

All shipments are F.O.B. Brookline, MA, unless you are otherwise informed by us. A street address is required for delivery to you. Shipping charges are based on the total weight and dimension of the merchandise shipping to that address.

Orders are shipped via US Postal Service (USPS) and are prepaid and billed to you, the buyer.

Boston Electronics ships to most locations outside the US. Any taxes/fees/duties associated with international orders are the responsibility of the customer or their consignee.

Delivery

Delivery is based on availability of stock. We will normally ship in-stock items within 2 business days of order receipt. Transit time thereafter depends on the shipping method chosen by the customer. For expedited USPS shipping options, all orders received before noon EST will be delivered according to the method selected. We will advise you on estimated delivery for all non-stocked items as this may vary from product to product. We have no responsibility for loss or damage to the goods after we have delivered them to USPS.

Warranty

All products sold by Boston Electronics are warranted to be free from defects in materials and workmanship. If the product is found to be defective in materials or workmanship, Boston Electronics and/or the manufacturer will, at its option, repair or replace it without charge, subject to the following limitations and exclusions:

- This warranty extends to the original purchaser only. It is not transferable or assignable.
- Warranty shall not apply to any product which has, in Boston Electronics' and/or the manufacturer's judgment, been subject to misuse, abuse, negligence, accident or unauthorized repair.
- No responsibility is assumed for unsatisfactory operating performance due to environmental conditions such as humidity, dust, corrosive chemicals or other foreign matter, spillage or other conditions beyond the control of Boston Electronics.
- Boston Electronics' obligation is limited to repair or replacement only.

• Boston Electronics is not liable for incidental, special or consequential damages with respect to any product delivered, or service provided or any failure to meet delivery schedules. Boston Electronics will not be liable beyond the value of the order.

Returns

Should you need to return a product, you must obtain a Return Materials Authorization (RMA) number.

- Exchanges and/or returns are accepted within 30 days of purchase.
- All returned merchandise is subject to inspection and approval by Boston Electronics and/or the manufacturer before issuing credit or replacement.
- Merchandise displaying use, misuse or other damage will not be accepted.
- All returns require a Return Materials Authorization (RMA) number. Please contact Boston Electronics at 1-617-566-3821 or your sales representative directly to obtain an RMA. Provide us with the part number, problem with the item, date of purchase or order number, and serial number (if any).
- Items cannot be returned for credit without prior approval and an RMA number
- RMA numbers are valid for 14 days from issue.
- Product should be safely and securely packaged in a separate carton with the Return Material Authorization Number clearly marked on this shipping carton and shipped to: Boston Electronics, Inc. (include the RMA# in the Ship To address line) 91 Boylston St., Brookline, MA 02445
- Return shipment charges are at the customers expense.
- After 30 days, an RMA number is still required; however, only products found to be defective are accepted for repair or replacement for a period of one (1) year from invoice date.
- Refunds are issued to the credit card used or Boston Electronics customer account and will be credited for the merchandise charged. Shipping fees are non-refundable.

Restocking Charges

Restocking charges of up to 20% may be applied to returns of "like new" items purchased in error by the customer and promptly returned. A minimum of a 20% restocking fee will be charged for all returns between 31 and 120 days.

Taxes

We collect sales tax on shipments into locations within the USA for which we are required to do so unless the purchaser supplies us with a signed official state resale certificate or sales tax exemption certificate with the order. Currently the only location for which this is required is Massachusetts.

*We require a resale certificate or sales tax exemption certificate for any order shipping into Massachusetts.

Prices

All pricing is subject to change. Boston Electronics reserves the right to adjust prices due to changing market conditions, product discontinuation, cost changes or other reasons. In the event Boston Electronics determines an adjustment is necessary, we may contact you regarding the change and ask for your approval before completing the order. Boston Electronics reserves the right to cancel the sales without any liability.

Applicable Law:

All orders and any disputes shall be settled in accordance with the laws of Massachusetts.

Questions

If you have any questions, please call 1-617-566-3821 Monday- Friday 9:00 am - 5:00 pm (EST) or email us at <u>boselec@boselec.com</u>