

## Terms and Conditions

### 1. Warranty

Mega Industries, LLC warrants all items to be free of defects in materials and workmanship for a period of one (1) year after the date of Shipment unless otherwise negotiated in writing prior to sale. Modifying, adjusting, altering, adapting, changing, converting, dismantling or using it in a manner that is inconsistent with the intended use as supplied by Mega Industries, LLC will void this Warranty.

### 2. Shipments

All shipments will be EXW our factory (Gorham, Maine - USA) unless previously negotiated and agreed to in writing with an authorized representative of the company.

### 3. Warranty Returns

Mega Industries, LLC will not accept returns without prior notification and authorization by a company representative. In the event that a component built and supplied by Mega Industries LLC is suspected of being defective, the customer is requested to immediately inform Mega Industries LLC to discuss the issue. If the issue cannot be resolved during the course of the discussions, a Return Material Authorization (RMA) will be issued to allow the customer to return the suspect part to Mega Industries LLC for evaluation. Unless agreed during the course of the initial discussions, all shipping costs are the responsibility of the customer. Evaluation of the suspect parts will be executed expeditiously by Mega Industries LLC personnel and the customer informed of the results. In the event that the suspect part is determined to be defective, Mega Industries LLC reserves the right to repair or replace the part as it deems necessary. If the part(s) is(are) found to be damaged from tampering or exposure to conditions beyond its(their) design parameters Mega Industries, LLC reserves the right to void the Warranty and charge a service fee to return the item(s) to original factory specification.

### 4. Limitation of Liability

Under the conditions of Mega Industries LLC warranty provisions, liability is limited to the replacement cost of the original part or parts supplied by Mega Industries LLC to the customer.

### 5. Terms

New accounts may be asked to pay for materials either by credit card or bank transfer prior to shipment. All foreign transactions are requested to pay via bank transfer per the terms of their order. Large orders, orders containing substantial control systems, or orders that include special materials may require Mega Industries to request a deposit or structured payment. All invoiced accounts are due and payable 30 days from their date of issue unless other terms are agreed to and listed on the Sales Order.

### 6. Cancellation Policy

Orders may be cancelled only in writing, and only with the consent of Mega Industries, LLC. A cancellation fee may be charged for all costs incurred, including tooling, engineering, materials and manufacturing. Order cancellations may be subject to a 25% cancellation/restocking fee.

### 7. Taxes

All applicable federal, state, and local taxes are the responsibility of the customer for materials shipped outside of the state of Maine, USA unless otherwise negotiated in writing prior to sale.