

# Sapia Incorporated Business Policies

## Placing an Order

Orders may be placed by: **Fax, E-mail or Postal Mail.**

Orders are placed directly with our factory in Milford, Michigan, USA. All payments are accepted in U.S. dollars only. Your order must include the complete Sapia model number, quantity, shipping and billing addresses, purchase order number, and desired method of shipment. Standard delivery is typically stock to two weeks after receipt of order. Please advise the shipping date(s) that you require along with your name, telephone, and facsimile number so we can contact you in case we have any questions. Upon receipt and acceptance by Sapia, you will receive a prompt confirmation of your order. For your convenience, an order form is available for download from our website.

## Pricing

All prices reflect U.S. dollars. U.S. dollar is the only accepted currency. We are careful to ensure our online pricing is up to date and the most accurate. In the event our online price does not match a printed published price, then the most recent published price addendum is in effect. Our current terms and conditions of sale are those published on our web site at the time of order.

## Fax orders

Our fax machines are available 24 hours a day, seven days a week. Orders placed on a Saturday or Sunday or on a national holiday will not be processed until the next official business day. For best order accuracy, we recommend using our order form. Our order form helps to ensure all pertinent information is answered to eliminate any unnecessary delays with your order. You may use your standard company order form, but Sapia terms and conditions still apply. If you fax in an order, we will send a confirmation of order acceptance to the fax number listed on your order unless stated otherwise.

Fax Orders to: (775) 373-0346 24 hours a day, seven days a week.

## E-Mail orders

E-mail orders to [sales@sapia-inc.com](mailto:sales@sapia-inc.com). We will provide order confirmation using the same email address used to place the order unless advised otherwise. Orders placed via Email must have the companies name as part of the email address. Please include a phone number in order for us to verify your order.

## Mail orders

Mailed orders are fully acceptable. Sapia will advise order confirmation upon receipt or your mailed order via email or fax. Use our standard order form and place order with appropriate postage in the mailbox. **Mail orders to:**  
Sapia Incorporated  
Attn: Sapia Sales Department  
P.O.Box 633  
Milford, MI 48381 USA

## Sapia Inc. Terms and Conditions

Our terms and conditions apply to *all* orders. We *do not* accept any deviations from our terms. If your P.O. or other correspondence lists terms that are different from ours, we may process your order, but we do not accept the terms. Our terms and conditions in effect on the day an order is accepted shall apply without deviation. If you have any questions about our terms and conditions, please inquire at the time you place your order. All orders are subject to acceptance by our corporate headquarters.

### New customers

All new customers placing an order are required to use a credit card or wire transfer for the first order. No exceptions are allowed.

### Purchase orders

Orders are placed directly with our factory in Milford, Michigan, USA. All payments are accepted in U.S. dollars only. Your order must include the complete Sapia model number, quantity, shipping and billing addresses, payment method, purchase order number, and desired method of shipment. Please advise the shipping date(s) that you require along with your name, telephone, and facsimile number. Upon receipt and acceptance by Sapia, you will receive a prompt confirmation of your order. An order form is available for download from our website.

### Changes to orders

We do our best to honor all purchase order changes when possible. Contact Sapia immediately if you have changes to your purchase order. Changes in orders, delivery dates, specifications, calibration, cancellations, or other alterations, which affect Sapia production, engineering, or scheduling, are subject to added charges as determined by Sapia. Once your order ships, Sapia reserves the right to charge re-stocking charges. Restocking charges may be waived with an offsetting order at the sole discretion of Sapia.

### Prices

Prices for Sapia products are indicated at [www.sapia-inc.com](http://www.sapia-inc.com) website. Additionally, prices will be honored as specified on an active quotation or other written agreement from Sapia. These agreements must be in force at the time of order acceptance by Sapia. All quotations by sales representatives must be approved by Sapia for validation before order acceptance. All prices are in U.S. dollar.

Quoted prices do not include shipping charges, insurance, and sales, use, excise, or other taxes and charges that may be imposed. Any charges are subject to an increase equal in amount to any amounts Sapia is required to collect or pay upon the sale or delivery of the items purchased. Errors are subject to correction. Published prices and specifications are subject to change without notice. Sapia quotations are firm for 30 days, unless otherwise specified.

### Credit Terms

Credit terms are granted at the sole discretion of Sapia, and full payment is due Net 30 days after the invoice date. Unless credit has been approved in advance, buyer agrees to accept delivery and pay cash on or prior to delivery. Invoices are issued when goods are delivered to the carrier. Invoices not paid within thirty days of the invoice date will incur a late payment charge of \$15 on the unpaid balance. Payments extending beyond 60 days will incur 1.5 percent interest rate in addition to the late payment charge beginning from the date of delivery of goods to the carrier until the date of actual payment. Shipping charges are added from point of origin: F.O.B. Milford, Michigan, USA. If your account has been inactive for one year or longer, your credit line will need to be reinstated. Credit accounts may be suspended at any time.

### Invoices

Your invoice can be mailed, faxed or e-mailed per your instructions. By default, we will mail your invoices but you have the option to specify fax or email for invoicing. For emailed invoices, please indicate your Accounts Payable e-mail address on your order. Regardless of when you receive your invoice, full payment is due 30 days after invoice date. Shipping and handling charges are prepaid and added to the invoice.

### Acceptable Payment

Credit Cards: Visa or MasterCard are accepted. Credit card must be approved at time of order.  
Wire Transfers: Accepted, we add \$25 to cover costs of wire transfer above and beyond the price of the product. Contact Sapia for exact amount and Wire Transfer Instructions.  
Corporate Check: Acceptable if paid in advance or you have established credit terms for NET 30 payment.

## Security Interest

Buyer agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all the Equipment and all proceeds thereof to secure payment of all amounts due from Buyer to Seller. We reserve the right to repossess any equipment for which we have not been paid. This includes products that have already been shipped to an end customer, either individually, or as part of a machine or process. In event of non-payment of goods and services, buyer will bear all costs incurred by Seller including but not limited to attorney's fees, court costs, and other costs of payment collections. In the event a check is returned to us by our bank, a \$25 fee will be added to your account.

## Delivery

Shipment dates are given as best estimates at the time the order is confirmed and accepted, but are not guaranteed. Sapia is not liable for damages resulting from late delivery or due to conditions beyond Sapia's control. Sapia will use either UPS ground or Fed-ex in the absence of specific shipping instructions. These shipping carriers will not be the agent of Sapia, nor will Sapia assume any liability regarding the shipment, including risk of loss or damage to the goods in transit. It is agreed between the buyer and seller that risk and title to the goods passes to the buyer upon delivery by Sapia to the carrier. Please inspect all deliveries promptly. **You must notify us within 48 hours of receipt of shipment with reported discrepancies or shortages.**

**ANY SHIPMENT DATE IS AN ESTIMATE. UNDER NO CIRCUMSTANCES SHALL SELLER HAVE ANY LIABILITY WHATSOEVER FOR LOSS OF USE OR FOR ANY SPECIAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM DELAY REGARDLESS OF THE REASONS.**

## Backorders

If you order an item that is temporarily out of stock, it will be placed on back order and shipped when the item is available via the same method as the original order. You may cancel a backorder at any time prior to shipping by contacting Customer Service at sales@sapia-inc.com or call 248-787-8400.

## Shipping carriers

Our preferred carrier is UPS. If you have a different carrier preference, please specify it on your order. Additionally, specify shipment method (*ground or air*). All freight charges are prepaid and added to the invoice, no freight collect. Ground delivery time depends on where you live in relationship to our Milford, MI location. UPS Ground is normally one to seven days within the United States.

Other carriers are: • Airborne • FedEx • DHL

**No COD orders are accepted**

**Note: Due to shipper restrictions, we cannot deliver to P.O. boxes. All shipments are subject to stock availability.**

**Note: For air shipments to Canada, timely delivery cannot be guaranteed as the shipments may be delayed in customs. Airborne next day is not guaranteed to ship same day. All air services vary by zip code. Delivery times are based on carrier policies. We cannot guarantee delivery times.**

## Next Day Shipments

In order to receive next day shipping, you must be paying via credit card or an established credit account.

If your credit card is declined for the order amount, your established account goes over your limit, or a payment is past due, your order will be delayed. We do not ship on Saturday, Sunday or holidays.

## Shipping and handling charges

We calculate the shipping charges based on the actual shipping charges **plus a prorated handling fee per order.**

The handling fee is calculated as follows, based on

package weight:

0-4.99 lbs. = \$3

5.0-7.99 lbs. = \$6

8.0+ lbs. = \$8

**Note: Freight Collect and consignee billing is not allowed.**

## **Insurance**

Because we ship FOB, the risk of loss transfers to you when we deliver the goods to the carrier. Insurance is available at your expense to insure against loss or unusual damage. **It is not automatically included in the shipping charges.** If you choose to purchase insurance, the charges will be added to your invoice.

## **Lost or Damaged Shipments**

If your shipment is past due or incomplete, please call to check on the order: Keep the following in mind when inquiring about shipments.

- Allow ample time for delivery. Remember that some carriers schedule multiple deliveries on occasion. This is especially true for overnight packages.
- For air shipments to Canada, their timely delivery cannot be guaranteed as they may be delayed in customs.
- Check with your receiving department. In case the receiving department forgot to notify the recipient.
- Check the package for any small items. They can easily get buried in packing material.
- Please inspect all deliveries promptly. You must notify us within 48 hours of receipt with reported discrepancies or shortages.

## **EXPORT**

Buyer understands that certain Seller products and technical data are subject to United States export controls. Buyer shall obtain any documents required by law or regulations of the United States or any other relevant jurisdiction for the export of Seller's products and technical data. Buyer shall at all times abide by all United States Export Administration Regulations and Department of State Defense Trade Controls Regulations as they pertain to export and re-export of U.S. origin products and technical data, and any foreign origin products and technical data subject to U.S. jurisdiction. This includes any and all re-exports of U.S. products and technical data from one foreign country to another and release of technical data to a foreign national of another country. **ANY EXPORT OR RE-EXPORT OF SELLER'S PRODUCT OR TECHNICAL DATA CONTRARY TO UNITED STATES LAWS IS STRICTLY PROHIBITED BY THIS AGREEMENT.**

## WARRANTY AND RETURNS

### 30-day money-back returns

We offer a 30-day money-back period on new hardware beginning 7 days after shipment date from our factory. This grace period provides sufficient time for you to receive the product. Products must be returned in the original boxes in like-new condition, subject to inspection and approval by Sapia. New hardware returns require prior factory approval and upon the assignment of a Returned Material Authorization number (RMA) by Sapia. This number must be clearly shown on the return package(s). Specially ordered, or modified goods, or goods which have been shipped for more than thirty days plus the 7 day grace period are not returnable. **30-day money-back return RMA numbers are valid for 14 days from date of issue.**

### Software Warranty and Statement

ALL SOFTWARE SALES ARE FINAL. NO REFUNDS WILL BE GIVEN. Please use as much time as necessary to evaluate the demo version of interest before placing an order. It is agreed upon between buyer and seller that software has been deemed acceptable for fit, form and functionality to the buyer's application. No warranty or liability of any kind is offered whatsoever on software products. Seller owns and holds the exclusive copyright to any and all computer software to be transmitted to the buyer. Buyer shall obtain no title, ownership nor any other rights in and to the software related documentation nor in or to the algorithms, concepts, designs and ideas requested by or incorporated in the software and related documentation. Buyer agrees not to transfer the software to any other person, except as agreed to, in writing, by Seller or as outlined in the software license agreement. Buyer may not remove any copyright, trademark or other notice or product identification from the software and must reproduce and include any such notice or product identification on any back-up copy made of the software.

### Hardware Warranty

All Sapia hardware products carry a two-year warranty against defects in materials and workmanship to the original buyer. Sapia will repair or replace, at its sole discretion, any instrument that fails to perform as specified within 24 months after date of the original delivery from the factory. The repair or replacement is your exclusive remedy and our sole obligation for any breach of warranty.

**EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY SECTION, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, AND WE HEREBY DISCLAIM SAME.**

Warranties do not apply to products that have been subject to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized repair, misuse, neglect, accident, alteration, improper installation or other acts which are not our fault, including damage caused in shipping. Our warranty also does not apply to any product that has been damaged by external causes such as fire, flood, sand, dirt, lightning, exposure to weather, acts of God, battery leakage, theft, blown fuses, improper use of any electrical source or connection to product not recommended in writing for interconnection by us.

To minimize the risk of potential safety problems, equipment should be installed and maintained in accordance with all applicable local and national codes. It is buyer's responsibility to verify that the equipment, installation and operation is in compliance with the latest revision of these codes. Minimally, equipment installation should follow all applicable sections of the National Fire Code, National Electrical Code, and the codes of the National Electrical Manufacturers Association (NEMA). We do not assume any responsibility for your product design, installation or operation.

### Limitations of Liability

Buyer shall indemnify and hold Seller and its parent corporations, subsidiaries, affiliates, suppliers, manufacturers, subcontractors, officers, directors, employees and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees, arising out of or related to the use of the Equipment or software, including, but not limited to, any use in or with any nuclear installation or activity. The above warranty provides the exclusive remedies in lieu of any other warranty, including but not limited to Warranty of Merchantability, Fitness for Particular Purpose, and Fitness for Ordinary Purpose Used or Purpose Intended. Sapia's sole liabilities and Buyer's sole remedies under this agreement are limited as provided in the Warranty by repair, or by replacement, or by refund of the unit's purchase price.

In no event will Sapia be liable, whether in contract, tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, for any indirect, special, incidental, consequential, punitive or similar damages arising out of or in connection with any products (including nonconforming products), or for any third-party claims against you relating to the products, even if we have been advised of the possibility of such claim. In no event will our monetary liability (whether in contract, tort or under any other legal theory) in respect of any product exceed the purchase price that you paid to Sapia for it.

Our products are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the product could lead directly to death, personal injury or severe physical or environmental damage. It is the buyer's responsibility to ensure Sapia products meet the state and federal requirements in the applications they will be used in.

## **Return Procedures**

To request to return a product, please provide all the requested information below and fax this information to the fax number on our website. We will act promptly and issue a return authorization number (RMA). Specially ordered, or modified goods are non-returnable for credit. Goods which have been used or have been unpacked from the factory-sealed containers and which have been shipped more than thirty days prior are not returnable. Customer agrees to pay all shipping and handling charges.

Contact Sapia to receive an RMA number. After receiving your RMA number, please follow these steps:

1. Write the RMA number on the outside of the shipping box, not the product box. This information is necessary to assure that the shipment will be routed to the proper department. Please return product within two weeks after RMA number is issued.
2. Return products in the original boxes in like-new condition (*for 30-day money-back returns*).
3. Return all documentation, cables and other components included with the original parts (*for 30-day money-back returns*).
4. Use an appropriate shipping container to avoid product damage.
5. Do not ship partial shipments. Return must be complete (*for 30-day money-back returns*).
6. Return only products that are issued to that RMA. Additional products that are sent without approval may be returned at sender's expense.

**If you follow these procedures, your refund, replacement or credit will not be delayed. Shipments that do not follow the above procedures may be returned to sender and/or restocking and refurbishing charges may be incurred.**

## **Service/Repair Policy**

Units within the warranty period returned for repair, test, and re-calibration are serviced at no charge in accordance with the terms of the Sapia warranty policy. The Customer pays all transportation and other charges to the factory. No Service work will occur without an authorized customer P.O.

Units out of warranty returned for repair, test, and/or re-calibration are charged a flat rate of 30% per unit from current published list price if the unit is repairable. Sapia reserves the right to use re-conditioned circuits boards to make repairs when necessary. Working units returned only for re-calibration are charged \$25 per unit. Transportation charges both ways are at the customer's expense.

**All returns should follow our Return Procedure as close as possible.**

## **Modification of Terms and Conditions**

These terms and conditions shall prevail notwithstanding any proposed variation or addition which may be contained in any order or other written document submitted by the buyer for any equipment sold. Any deviations or additions to these terms and conditions must be in writing and are not valid unless confirmed in writing by an authorized officer of Sapia.

## **APPLICABLE LAW**

This Agreement is made in and shall be governed by the laws of the State of Michigan.