



OPTICAL FILTER SOURCE, LLC

TERMS & CONDITIONS

SALES

Optical Filter Source, LLC
16920 Joe Barbee Dr., Bldg. 2
Round Rock, TX 78664
(512)248-0605 (P)
www.opticalfiltersource.com
ISO 9001:2015 Registered
ITAR Registered
Member SPIE



Introduction

Welcome to our valued partnership! At Optical Filter Source, LLC, we believe that clear and equitable sales terms are the foundation of a successful and mutually beneficial business relationship. These Sales Terms & Conditions have been thoughtfully crafted with your best interests in mind, as well as ours.

As we embark on this journey together, it is our priority to establish a shared understanding of how our transactions will be conducted. These terms serve as a guiding compass, ensuring that both parties can thrive through transparency, efficiency, and harmony.

By outlining these guidelines, we strive to achieve several key objectives:

- **Promote Fairness:** Our Sales Terms & Conditions are designed to uphold fairness, equity, and ethical conduct in all our interactions, creating a level playing field for all involved.
- **Minimize Misunderstandings:** Clarity and comprehensiveness in our terms help minimize misunderstandings and potential disputes. We aim for every interaction to be smooth and straightforward.
- **Safeguard Your Interests:** These terms are not just about us; they are equally dedicated to safeguarding your rights and concerns. You can trust that your interests are addressed and protected here.
- **Cultivate Trust:** Trust forms the cornerstone of a successful partnership. By adhering to these terms, we demonstrate our unwavering commitment to integrity and reliability.

We encourage you to take the time to acquaint yourself with our Sales Terms & Conditions. They serve as a valuable resource, guiding our collaboration and ensuring that it is mutually advantageous.

Thank you for selecting us as your partner. We eagerly anticipate a prosperous and fulfilling journey together. If you have any questions or require further clarification, please do not hesitate to reach out. Our doors are always open.

Let us embark on this journey together and construct a lasting, mutually rewarding partnership.

Warm regards,

OPTICAL FILTER SOURCE, LLC.

OFS Sales Terms & Conditions

Contract

Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Optical Filter Source, LLC (hereinafter referred to as OFS or the Company) or an officially designated representative. Provisions in the buyer's purchase order or other documents that add to or differ from these Terms and Conditions are expressly rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed as a failure of the Company to raise objections.

General Provisions

This contract becomes binding when a Buyer sends a Purchase Order (PO) to OFS. The contract is governed by Texas law and represents the full agreement between the parties. Assignments require mutual agreement. Rights and remedies can be used separately or in conjunction. The failure to enforce a term does not waive the right to enforce it in the future. Contract provisions are severable.

Quotations

OFS offers written quotations valid for thirty (30) days from the date of issue. In providing our services, we commit to exerting our best efforts to meet customer specifications within the scope of our capabilities. However, it is important to acknowledge that certain technical limitations may exist. In cases where it is not feasible to meet the exact specifications requested by the customer, these limitations will be communicated clearly and promptly in writing. This approach ensures that our business engagements are characterized by transparency and a commitment to practical solutions.

Minimum Order Amount

The minimum order amount for acceptance is \$350.00, plus any applicable non-refundable expenses (NRE), if required.

Payment Terms

Initial payment terms include advance payment or credit card payment. Standard payment terms are net thirty (30) days from the date of each invoice unless otherwise specifically noted. These terms are subject to Buyer maintaining credit arrangements satisfactory to OFS;

otherwise, the terms are Ex-Works (EXW) or advance payment. Finance charges of 2% per month will accrue on all late invoices that are 30 days past the due date. For all foreign orders, advance payment is required prior to shipping.



Custom Products

Cancellation or return of custom products will not be accepted.



Factory Restocking Charge

A 30% restocking charge will be deducted from all credit invoices on standard price book items. Materials returned must be in restockable condition; otherwise, additional refurbishing charges will be applied. Please note that returns require prior authorization from the factory.



Returned Goods Policy

A Returned Material Authorization (RMA) number must accompany all returned goods. This authorization is obtained by contacting our Customer Service and QA Departments. All transportation costs on authorized returns must be prepaid.



Standard Shipping Terms & Taxes

F.O.B. Origin (Round Rock, TX). Prices and charges are exclusive of, and the Buyer is responsible for, freight, as well as all sales, use, and similar taxes.



Delivery

Delivery dates are approximate. OFS shall not be liable for any delay due to cause beyond the reasonable control of the Company.



Expedites

Expedite requests will be considered. An expedite fee of up to 100% of the order value will apply.



Security Interest

The Buyer gives OFS the right to claim the Products and any money received from them if the Buyer does not fulfill their obligations and will execute any document required to perfect this security interest.



Certificate of Origin

Certificate of origin is provided upon request.



Warranty

OFS guarantees that each part it manufactures or sells will be free from defects for 30 days from the invoice date. If a defect is found, OFS will either repair or replace the part. This warranty does not cover damage resulting from misuse, negligence, or unauthorized alterations. No other warranties, including merchantability, are provided, except for those described in this agreement. This warranty cannot be altered unless authorized by OFS. ■