



Terms and Conditions

General

The following terms and conditions of sale and delivery apply, unless otherwise agreed in writing between the Purchaser and the eisys, inc. (Seller). The customer hereafter referred to as the "Purchaser" and eisys, inc., hereafter referred to as the "Seller". The terms and conditions apply to the sale of all Seller products shown in this price lists and all other products priced by the Seller. This price list cancels all previously published price lists. Errors and omissions are excepted (E.&O.E). The prices published are in US Dollars (USD), exclusive of applicable taxes. Written quotations expire thirty (30) days from the date of issuance and can be withdrawn by written notice anytime during that period.

Ordering Information

All orders must be placed in writing. Seller accepts orders via US Mail, fax and email. An original purchase order with an authorized signature must follow all email and fax orders within three (3) business days.

Pricing Policy

All prices indicated in this pricing guide are list prices and are subject to change without notice. Proposals generated by Seller for specific customers or projects are stated at net sell price.

Taxes

All sales, use, excise and other taxes applicable to the sale of the product shall be paid by the Purchaser. If the Purchaser claims an exemption for any tax, the Purchaser shall submit to the Seller the appropriate exemption certificate.

Payment Terms

Net 30 days from date of Sellers invoice. For purchase orders greater than \$10,000 list and all new customers' initial orders, a minimum 50% deposit is due with placement of purchase order. The remaining 50% is due Net 30 days from invoice date.

*See **Storage** section for further terms related to project delays.

Past Due

Past due accounts shall be charged the lesser of 1.5% per month or the highest rate permitted by law plus all collection cost, including reasonable attorney's fees and expenses.

Storage

Products shall ship immediately upon completion of production unless otherwise agreed in writing between the Purchaser and the Seller. Should Purchaser cause any delay in shipment, Seller has the right to charge storage fees of 1.5% per month on the amount of the product delayed, commencing 30 days from the originally agreed upon ship date.

*Should such delay occur, Seller shall invoice Purchaser in full for the amount of product stored or delayed, minus any deposits previously paid, and minus freight, service and installation charges until completion of project. Final charges shall be due Net 30 days from project completion.

Changes/Cancellations

Purchase orders may not be changed or cancelled, in whole or part, without prior consent from Seller. Changes may effect delivery dates. Expenses incurred because of changes shall be charged to Purchaser. In the event of cancellations, Purchaser will be liable for reasonable cancellation charges established by Seller. The minimum cancellation charge shall be 25% of the cancelled item(s) total value. Orders for special product, including COM ("Customer's Own Materials") and orders pursuant to expedited delivery programs may not be cancelled.

Freight

Freight will be pre-paid and added to all orders. Normal delivery is dock-to-dock. Special requests such as inside delivery, lift-gate service, residential delivery, etc. are subject to additional charges. All accessorial

charges will be quoted and added to orders if known at time of

order; otherwise, these charges will be the responsibility of the Purchaser. Seller reserves the right to select the "best way" shipment method and means, unless otherwise agreed. All shipments are FOB: Birmingham, AL. Delivery date and time are at the discretion of the carrier within reasonable transit time unless special arrangements have been made between the Purchaser and Seller.

Redelivery of Freight

When redelivery of merchandise is required because Purchaser is not ready to accept merchandise and no notification of this fact is given to the factory at least two (2) weeks prior to the scheduled ship date, the actual cost for all additional charges, including, but not limited to restocking, re-handling and redirecting will be billed to the Purchaser.

Shipment Damage Claims

All merchandise is packaged to comply with carrier requirements. All shipments should be carefully inspected by the consignee before acceptance, and the delivering carrier should be requested to record any damage or shortage. Purchaser must inspect and note on bill of lading at the time of delivery. Contact Seller if in question about condition or acceptability of shipment. Digital photography can expedite resolution and protect rights. If further damage is found after delivery, immediate inspection by the delivering carrier should be requested. Contact Seller for assistance.

Notification of concealed damages must be made to the delivering carrier within 15 business days after delivery of merchandise. Carrier liability ceases after 15 days. Damaged freight must be kept at the point of delivery in the original packing for inspection by the carrier.



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Freight claims are technically the full responsibility of the Purchaser as well as the re-ordering and replacement of damaged merchandise. All fees for the damaged merchandise must be collected from the carrier. However, Seller will assist the customer with freight claims and prompt resolution of replacement product so as to not delay the installation.

Title

Title of merchandise shall pass to the buyer upon delivery by Seller to the carrier. For purposes of risk of loss, all shipments are F.O.B factory. Purchaser acknowledges that once Seller delivers the goods to the carrier, title to the goods and risk of loss will pass to the Purchaser. If the goods are damaged by the carrier while in transit, the Purchaser has the sole obligation of seeking any appropriate recourse against the carrier with the above noted exceptions.

Warranty

The following Limited Lifetime Warranty applies to all Seller products manufactured after July 1, 1996.

The Warranty period varies according to product group and application. Since Seller works with a variety of manufacturing sources customized warranty programs are available to fit Purchasers needs. Generally, Seller warranties all its products

to be free from defects in material and workmanship. This warranty is effective as long as the original Purchaser owns the product and uses it under normal conditions and in the manner for which it was designed and intended. If a product is defective, and if written notice of the defect is given to Seller within the applicable warranty period, Seller at its option will either repair or replace the defective component or product with a comparable component or product. This warranty applies to all of Seller products regardless of the number of shifts it is used each day except as follows:

<u>Component</u>	<u>Warranty</u>
Wood or Laminate	1 Year
Mechanical Mechanisms	2 Years
All Electrical Components	1 Year
Fabrics	1 Year
Non-Standard Specials	1 Year
Accessories	1 Year
Pneumatic Cylinders	
*Single Shift	5 Years
*Multi Shift	3 Years
Vitreous Enamel Steel	25 Years
Notice Boards	2 Years
Glass Boards	2 Years

This warranty does not apply to defects from normal wear and tear, accidents, negligence, abuse, shipment, handling, storage or environmental conditions nor does it apply to "Customer's Own Material". It also does not apply to alterations to the product not expressly

authorized by Seller, and to products considered to be of a consumable nature. All claims under this warranty must be made in writing by the original Purchaser within thirty (30) days of the alleged defect.

Installation/Project Management

If applicable installation/project management is quoted based on quantity and location and performed during normal working hours.

Installation/Project Management charges may include inside delivery, set-up and training on product use and care.

Installation/Project Management includes working together WITH your PACS IT group to properly install and wire-manage Purchaser's hardware. Seller shall not be held liable for any damage that may occur in this process. Travel expenses are included in all delivery and installation quotations. Additional time, materials and travel expenses may be charged should delays occur beyond Seller's control.

EXCEPT AS STATED ABOVE, SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR PRODUCT EXCEPT FOR USE AS STANDARD OFFICE PRODUCT. PRODUCT REPAIR OR REPLACEMENT IS THE PURCHASER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECT



Office Addendum

Freight Cost

The freight cost outlined below must appear on the Purchasers' purchase order. If not, Purchaser will be required to revise purchase order. All freight charges will be acknowledged and invoiced to the Purchaser based on this dock-to-dock guaranteed freight program. For special requirements, contact Seller for exact freight quote (see T&C Freight). For orders larger than \$100,000.00 List, please contact Seller for a freight quote.

Please contact Seller for an exact quote for deliveries to Alaska and Hawaii.

Pacific Zone: 5% of List Minimum \$ 125.00* **Mountain Zone:** 5% of List Minimum \$125.00* **Central Zone:** 4% of List Minimum \$125.00*

Eastern Zone: 5% of List Minimum \$125.00* **Local Zone:** 3% of List Minimum \$125.00*

**Seller reserves the right to increase the minimum at anytime due to increased fuel cost.*

Pacific Zone	Mtn. Zone	Central Zone	Eastern Zone	Local 500 miles
CA	AZ	IA	CT	AL from B'ham
NV	CO	IL	DE	Eastern AR (Little Rock)
OR	ID	KS	Eastern SC	GA
WA	MT	LA	FL Peninsula	KY
	NM	MN	IN	LA
	UT	MO	MA	MS
	WY	ND	MD	Panhandle FL (Jacksonville)
		NE	ME	TN
		OK	MI	Western SC (Columbia)
		SD	NC	
		TX	NH	
		Western AR	NJ	
		WI	NY	
			OH	
			PA	
			RI	
			VA	
			VT	
			WV	



Healthcare Addendum

Freight

Freight will be pre-paid and added to all orders. Normal delivery is dock-to-dock. Special requests such as inside delivery, lift-gate service, residential delivery, etc. are subject to additional charges. All accessorial charges will be quoted and added to orders if known at time of order; otherwise, these charges will be the responsibility of the Purchaser. Seller reserves the right to select the “best way” shipment method and means, unless otherwise agreed. All shipments are FOB: Birmingham, AL. Delivery date and time are at the discretion of the carrier within reasonable transit time unless special arrangements have been made between the Purchaser and the Seller.

Freight is calculated based on Zones; Pacific, Mountain, Central, Eastern and Local (within 500 miles). Please contact Seller for an exact quote.

Please contact Seller for an exact quote for deliveries to Alaska and Hawaii.

Pacific Zone	Mtn. Zone	Central Zone	Eastern Zone	Local 500 miles
CA	AZ	IA	CT	AL from B'ham
NV	CO	IL	DE	Eastern AR (Little Rock)
OR	ID	KS	Eastern SC	GA
WA	MT	LA	FL Peninsula	KY
	NM	MN	IN	LA
	UT	MO	MA	MS
	WY	ND	MD	Panhandle FL (Jacksonville)
		NE	ME	TN
		OK	MI	Western SC (Columbia)
		SD	NC	
		TX	NH	
		Western AR	NJ	
		WI	NY	
			OH	
			PA	
			RI	
			VA	
			VT	
			WV	

Installation Training and In-Service Support

Quoted on a per workcenter, location and overall project basis. Please contact eisys for an exact quote.