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949.756.0756
Web: www.pacificpower.com
Email: sales@pacificpower.com

Pacific Power Source Terms & Conditions

Payment Terms: Domestic Sales - 1% 10, Net 30 days OAC
Foreign Sales - Cash in Advance (C.I.A.)
Service & Spare Parts - Net 30 days OAC
Rentals - Net 10 OAC
Credit Cards Accepted – Visa, Master Card, American Express

Shipping Charges: Purchaser assumes responsibility for shipping expenses.

Title Passage: Title Passes at FOB/Factory Ex-Works: Irvine, CA

Packaging: Method for shipping equipment is PPS standard commercial packaging.

FOB: Irvine, California USA.
Title passes at Irvine.

PPS self-certifies compliance to MIL-I-45208 and IPC-A-610 Acceptability of Electronic Assemblies.

INDEMNIFICATION:

By Seller. If notified promptly in writing of any action (and all prior related claims) brought against Buyer based on a claim that a product infringes any valid United States patent copyright or trade secret, Seller shall defend such action at Seller's expense and pay all costs and damages finally awarded in such action or settlement which are attributable to such claim. Seller shall have sole control of the defense of any such action and all negotiations for its settlement or compromise and Buyer shall cooperate fully with Seller in defense, settlement or compromise of any such action. Notwithstanding anything to the contrary contained herein, Seller shall not have any liability to Buyer to the extent that any infringement or claim thereof is based upon (i) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (ii) compliance with Buyer's designs, specifications or instructions, (iii) use of the Product in an application or environment for which it was not designed or (iv) modifications of the Product by anyone other than Seller without Seller's prior written approval. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT BY THE PRODUCTS OF PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY OF PROPRIETARY RIGHTS OF THIRD PARTIES.



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By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suites, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, or representative or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer, (iv) use of a Product in an application or environment for which they were not designed; or (v) modifications of the Product by anyone other than the Seller without Seller's prior written approval.

Limited Warranty:

Pacific Power Source (PPS) warrants each unit to be free from defects in material and workmanship. For the period of two (2) years, from the date of shipment to the purchaser, PPS will either repair or replace, at its sole discretion, any unit returned to its factory in Irvine, California. This warranty does not cover batteries. It does not cover damage arising from misuse of the unit, lack of maintenance, or attempted field modifications or repairs. This warranty specifically excludes damage to other equipment connected to this unit.

Upon notice from the purchaser within thirty (30) days of shipment of units found to be defective in material or workmanship, PPS will pay all shipping charges for the repair or replacement. If notice is received more than thirty (30) days from shipment, all shipping charges shall be paid by the purchaser. Units returned on debit memo will not be accepted and will be returned without repair.

This warranty is exclusive of all other warranties, expressed or implied.

Service & Spare Parts Limited Warranty:

Pacific Power Source (PPS) warrants repair work to be free from defects in material and workmanship for the period of ninety (90) days from the invoice date. This warranty applies to replace parts or subassemblies only. This warranty does not include batteries. All shipping and packaging charges are the sole responsibility of the buyer. Pacific Power Source will not accept debit memos for returned power sources or subassemblies. Debit memos will cause return of power sources or assemblies without repair.

This warranty is exclusive of all other warranties, expressed or implied.