

**Automation Interface, Ltd.**  
**Ecommerce Terms and Conditions of Sale**

Price, specifications and terms of offers are subject to change without notice. Automation Interface, Ltd. is not responsible for typographical and/or photographic errors. Products are accompanied by the original manufacturer warranty. Customer pays return shipping charges for all RMA services. Automation Interface, Ltd. reserves the right to refuse service to anyone.

**Payment Methods**

- Visa
- MasterCard
- Discover
- American Express
- Pre-paid company check, personal check, cashier's check or money order (Note: Pre-paid methods, including cashier's checks, take slightly longer to process because all payments must first clear with the bank due to the risk of fraudulent checks.)
- No Purchase Orders, Fax or C.O.D. orders please. Please accept our apologies but we do not accept international credit cards at this time.

**Shipping Method**

- UPS Ground – Within the US - 5 to 7 business days + 24-48 hours to process the order.
- Other methods require contacting Automation Interface, Ltd at 614-431-5431 and additional charges.
- All orders require 24-48 hours processing time before shipping.
- Automation Interface, Ltd. does not process orders during weekends.
- No deliveries will be made on Saturday or Sunday unless special arrangements are made with Automation Interface, Ltd...
- Automation Interface, Ltd. does not guarantee same day shipping.
- All orders shipped within OH will be charged sales tax.

**Price Matching**

Automation Interface, Ltd. does not price match competitors pricing.

**Sales Tax**

Sales tax is only required for orders shipping within our resident state of business. Therefore all orders shipping within Ohio will be charged applicable sales tax according to your area's tax rate.

**Product Testing**

Automation Interface, Ltd., like other retailers, ships items in the condition they were received from the original manufacturer/distributor. Automation Interface, Ltd. does not conduct product testing before shipping any merchandise.

**Software Return Policy**

Software may only be returned for refund within 30 days of the invoice date if the packaging is unopened and untampered with. Opened software cannot be returned for refund. If you have opened a software purchase to discover a damaged and/or defective disc, you may exchange the software for an identical replacement by contacting Automation Interface, Ltd. Customer Service at [service@Automation-Interface.com](mailto:service@Automation-Interface.com) and acquiring an RMA number.

**Physical Damage Policy**

Physical damage to any product purchased at Automation Interface, Ltd. will effectively void warranty coverage. Improper Installation is considered physically damaged and cannot be returned for refund or replacement. Physical damage includes but is not limited to improper handling and/or any other type of damage sustained by irregular usage. As a result, Automation Interface, Ltd. will return any physically damaged products back to the customer at the customer's expense.

### **Restocking Fee**

A 15% restocking fee will be applied to all returns for refund. Shipping charges are non-refundable. No refunds after 30 days.

### **Processing Time**

You can expect your order to be processed within approximately 24-48 hours, provided the items are in stock and there are no problems with payment verification. Automation Interface, Ltd. does not guarantee same day-shipping. Orders are not processed on weekends and holidays.

### **Security**

Security is our number one priority. All on-line transactions are sent through our secure server and encrypted with 128-bit technology. Once we receive your information through the internet, only trusted, authorized employees will process the payment to make sure your information is handled with the utmost level security.

### **Privacy**

Automation Interface, Ltd. respects your privacy. We will not under any circumstances sell or release your information to anyone except as outlined in our privacy policy. All of the information obtained from our web site will be used for processing purposes only. The only e-mails you will receive from Automation Interface, Ltd. are updates to any recent orders and/or returns.

**Fair Credit Billing Act:** Under the Fair Credit Billing Act, your bank cannot hold you liable for more than \$50.00 for fraudulent charges. In the event of unauthorized use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

### **Change orders**

You may request a change to your order provided the order has not already been charged to your account. Please call 1-614-431-5431 during Automation Interface, Ltd.'s hours of operation to request a change to your order. Please have your sales order ready for better assistance. We strongly discourage sending change order requests via email because it is unlikely we will receive the message in time to make an adjustment due to the sheer volume of emails we receive each day.

### **Cancel orders**

You may request that an order be cancelled provided the order has not already been processed and/or shipped. Simply call 1-614-431-5431 during Automation Interface, Ltd.'s hours of operation to request an order cancellation. We strongly discourage sending order cancellation requests via email because it is unlikely we will receive the message in time to void the order due to the sheer volume of emails we receive each day.

### **Resellers**

Unfortunately, we do not currently have a reseller or discount program available at this time. Automation Interface, Ltd. currently already negotiates the best possible price for you, and offers these great prices to all of our customers through our web site.

- **Tax:** All customers outside of Ohio will not be charged any tax. Therefore, there is no need to fax or set up any reseller tax exemption form.

- **For Ohio Resellers:** please place your order as normal, and fax over your reseller permit and this form with your Sales Order number.

### **Volume discount**

Automation Interface, Ltd. does not have a reseller or discount program available at this time. We work hard to negotiate the best values on the Internet and offer these tremendous values to all of our customers via our website.

### **Product listings**

Automation Interface, Ltd. strives for accuracy in all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information contained herein or referenced on our website.

Due to human error and other determinates we cannot guarantee that all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information listed is entirely accurate, complete or current, nor can we assume responsibility for these errors. In the event a product listed on our website is labeled with an incorrect price due to some typographical, informational, technical or other error, Automation Interface, Ltd. shall at its sole discretion have the right to refuse and/or cancel any order for said product and immediately amend, correct and/or remove the inaccurate information. Additionally, all hyperlinks to other websites from Automation Interface, Ltd. are provided as resources to customers looking for additional information and/or professional opinion.

Automation Interface, Ltd. does not assume responsibility for the claims and/or representations made on these or any other websites.

### **Product Revisions**

Automation Interface, Ltd. is not responsible for changes or variations in product specifications and/or physical appearance. In the interest of our customers, Automation Interface, Ltd. puts forth its best efforts to ensure that all product information is up-to-date and factual. Unfortunately there are varying determinates which, although infrequent, could cause the information on our website to become outdated without our immediate knowledge. This includes but is not limited to new versions or revisions, color deviations, retail package alterations and other variations that may be considered inconsequential by the manufacturer. Automation Interface, Ltd. relies on the manufacturer to communicate these differences. Presently we have no way of alerting customers prior to purchase in the event the manufacturer fails to do so. Consequently, Automation Interface, Ltd. will not be held responsible for product revision changes.

\*\*DOA's (Dead On Arrival) are an unavoidable aspect of any business model that involves direct shipment to customers. Please understand that Automation Interface, Ltd. ships only products it assumes to be functional and that any defective product you may have received was either damaged in transit or was anomalous.

### **Automation Interface, Ltd. Purchase Agreement**

By accepting delivery of any product delivered from Automation Interface, Ltd. ("Automation Interface, Ltd."), you ("Customer") agree to be bound by the terms and conditions listed below. You and Automation Interface, Ltd. agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and Automation Interface, Ltd. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from Automation Interface, Ltd.

#### **1. AUTOMATION INTERFACE, LTD. RETURN POLICY**

Automation Interface, Ltd. offers our customers a 30-day return policy on all purchases, except:

- To take advantage of Automation Interface, Ltd.'s return policy, the customer must comply with the Product Return Procedure detailed below. Any breach of Automation Interface, Ltd.'s Return Policy Procedure will result in the loss of Automation Interface, Ltd.'s return policy benefits. Furthermore, all return shipments not in compliance with these instructions will be rejected.

#### **Product Return Procedure**

- To return a product in compliance with Automation Interface, Ltd.'s return policy, you must obtain a Return Merchandise Authorization ("RMA") number within the return policy period for the product

(described above). Automation Interface, Ltd. will not accept returns without prior authorization and a RMA number. Once issued, RMA numbers are valid for 15 days within which return products must be received by Automation Interface, Ltd. RMA numbers will not be extended or reissued. Customer should prominently display the RMA number(s) on the shipping label of boxes containing the returned product.

- Customer is solely responsible for shipping any returned product to Automation Interface, Ltd. Customer agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Customer agrees to bear all shipping and insurance charges and all risk of loss for the return product during shipment. Customer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Automation Interface, Ltd.'s Return Procedure will be breached and Automation Interface, Ltd. may in its sole and absolute discretion reject the entire return or choose to impose additional charges against the customer for replacement of the missing component(s).

- Automation Interface, Ltd. will not refund to Customer the original shipping charges. In addition, Automation Interface, Ltd. will assess a 15% restocking fee against the Customer's account on all returns for refund.

## **2. WARRANTIES; ALL PRODUCTS SOLD "AS-IS" OR "WITH ALL FAULTS"**

**AUTOMATION INTERFACE, LTD. IS A DISTRIBUTOR ONLY. PRODUCTS SOLD BY AUTOMATION INTERFACE, LTD. ARE NOT MANUFACTURED BY AUTOMATION INTERFACE, LTD. THE PRODUCTS MAY, HOWEVER, BE COVERED BY EACH MANUFACTURER'S WARRANTY, SERVICE, AND SUPPORT POLICY (IF PRESENT). AUTOMATION INTERFACE, LTD. ASSIGNS AND PASSES THROUGH TO THE CUSTOMER ANY WARRANTY OF THE MANUFACTURER, AND CUSTOMER ACKNOWLEDGES THAT IT SHALL HAVE RECOURSE ONLY UNDER SUCH WARRANTIES AND ONLY AS AGAINST THE MANUFACTURER OF THE PRODUCTS. AUTOMATION INTERFACE, LTD. MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THIS DOCUMENT. AUTOMATION INTERFACE, LTD. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.**

**ALL ITEMS SOLD THROUGH AUTOMATION INTERFACE, LTD. ARE SOLD "AS-IS" OR "WITH ALL FAULTS." THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THESE ITEMS IS WITH THE BUYER. SHOULD ANY OF THESE ITEMS PROVE DEFECTIVE, DO NOT FUNCTION, OR FUNCTION IMPROPERLY IN ANY WAY FOLLOWING THEIR PURCHASE, THE BUYER, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR AUTOMATION INTERFACE, LTD., ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.**

## **3. YEAR 2000 POLICY**

**Customer's only recourse for any "Year 2000" issue is against the applicable manufacturer under its manufacturer warranty. Please contact the manufacturer to determine warranty coverage for "Year 2000" compliance problems.**

**Automation Interface, Ltd. DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR**

**IMPLIED, WITH RESPECT TO "YEAR 2000" COMPLIANCE OF ANY PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **4. LIMITATION OF LIABILITY**

**IN ALL CIRCUMSTANCES AUTOMATION INTERFACE, LTD.'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. AUTOMATION INTERFACE, LTD. SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. AUTOMATION INTERFACE, LTD. SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT AUTOMATION INTERFACE, LTD. HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.**

#### **5. GENERAL TERMS AND CONDITIONS**

Payment Terms; Orders: An order is not binding upon Automation Interface, Ltd. until it is accepted; Automation Interface, Ltd. must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Customer can make payment by credit card, or some other method prearranged with Automation Interface, Ltd. You agree to pay the amount(s) due as specified on the invoice, and you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

##### **Shipping Charges**

Your total cost for purchase of any product will include shipping and handling charges shown on the Automation Interface, Ltd. invoice.

##### **Title; Risk of Loss**

Automation Interface, Ltd. will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) and risk of loss passes to the Customer upon delivery to the carrier.

Automation Interface, Ltd. reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow Automation Interface, Ltd. to sign appropriate documents on Customer's behalf to permit Automation Interface, Ltd. to protect its purchase money security interest. Title to software will remain with the licensor(s). All software is provided subject to the license agreement of the software maker. Customer agrees to be bound by any software license agreement once the seal on the package is broken. Automation Interface, Ltd. will advise Customer of estimated shipping dates, but Automation Interface, Ltd. will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

##### **Governing Law and Jurisdiction**

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Automation Interface, Ltd. and Customer shall be governed by the laws of the State of Ohio, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Automation Interface, Ltd. and Customer consent to the exclusive jurisdiction and the exclusive venue of

the State Courts of the State of Ohio, Delaware County, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agrees not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against Automation Interface, Ltd. that is more than one year after the date of the applicable invoice.

### **Severability**

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Ohio law.

### **Waiver**

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

### **Entire Agreement**

These terms and conditions, together with Automation Interface, Ltd.'s invoice regarding the products ordered by Customer, are the complete and exclusive agreement between Automation Interface, Ltd. and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Automation Interface, Ltd. and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

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