



Standard Terms and Conditions for Power Technologies and Anywhere Cart Products

1. **TERMS OF PAYMENT:** Unless otherwise stated, the terms of payment will be Net 30 days from the invoice date. Exceptions must be specified in writing and have the approval of POWER TECHNOLOGIES LLC. The warranty shall be void for any goods which have not been paid for within payment terms granted by POWER TECHNOLOGIES, LLC. A finance charge of 1.5% per month will be levied for payments that extend beyond agreed upon terms.
2. **MINIMUM ORDER/RELEASE:** Minimum order or release accepted is \$100.00.
3. **FREIGHT TERMS:** All freight is prepaid and add, unless otherwise stated in a customer agreement and/or offered in a specific promotion. All orders to the United States will be shipped FOB POWER TECHNOLOGIES Shipping Facility. POWER TECHNOLOGIES reserves the right to select the carrier on prepaid shipments.
4. **TAXES:** Prices do not include any tariff regulations or taxes not in effect at this date. Prices do not include sales or excise taxes, and if parts are or become subject to such tax, the buyer agrees to assume full responsibility for the same.
5. **PRICING:** We reserve the right to adjust prices periodically as market conditions dictate. If any changes are necessary, customers will be notified 30 days in advance of adjustments.
6. **DELAYS:** Any shipping date stated by POWER TECHNOLOGIES is best estimate, and POWER TECHNOLOGIES makes no guarantee of shipment by any date and shall have no liability or other obligation for failure to ship on such date, regardless of cause. In addition, POWER TECHNOLOGIES shall not be liable for any loss or delay in delivery owing to strikes, accidents, earthquakes, war, embargoes, riots, civil disturbances, acts of government, fires, transportation delays, or any cause beyond its control.
7. **RISK OF LOSS AND INSPECTION:** Purchaser shall inspect the products promptly upon receipt and immediately notify POWER TECHNOLOGIES of any non-conformance issues. Title and risk of loss pass to buyer on delivery to common carrier. If the product is damaged in transit to the purchaser, the purchaser should file a claim with the carrier and notify Power Technologies within 5 Days.
8. **RETURNS:** An RMA (Return Material Authorization) is required on all returned goods and is available by contacting your Sales or Customer Service Representative. All non-warranty returns are subject to a restocking charge of 30%. All non-warranty returned goods must be current version, in original packaging, and in salable condition. Custom/Build to Order (BTO) items are not returnable.
9. **DISPUTES.** The parties will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the parties will further attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.
10. **GOVERNING LAW AND FORUM.** The agreement evidenced hereby and all disputes arising there under will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state of California, in the country of the United States of America in which Seller's principal place of business resides, but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods. Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the agreement evidenced hereby will not be affected thereby.
11. **INQUIRIES:** Any inquiries regarding compliance with warranties provided herein may be addressed in writing to Power Technologies, at the address noted below.
Power Technologies, Attn: Customer Service
42035 Zevo Dr
Temecula, CA 92590
support@PowerTechnologies.com