



USA, Canada, Mexico
Tel 1 800 472 7373

All Other Countries
Tel 1 410 229 1200

04357

Doing Business With TESSCO TERMS & CONDITIONS

Your purchases from TESSCO are made subject to these Terms and Conditions. Please review them carefully before placing your order.

1. Our Performance and Delivery Guarantee: Our Performance and Delivery Guarantee (PDG) is uniquely simple: We promise that you will receive your order on time, error free and in good condition. Your charge for delivery will be refunded in the event we do not meet the agreed delivery date. We cannot guarantee on-time delivery for orders involving HAZMATs, drop shipments, third party billing, customer pickups, shipments outside the continental U.S., unauthorized transportation carriers, extreme weather conditions or acts of God.

2. 30-Day Money-Back Guarantee - Return Policy: Please inspect product immediately upon receipt and notify TESSCO of any damage or shortage the same day of delivery. If for any reason you are not satisfied with a purchase beyond damage or shortage, you may return it for a refund or credit within 30 days as follows:

- **Product must be in original condition.**
- **Product must be in original product packaging, uncut, unmodified and unused.**
- **Product must be returned within 30 days of delivery date (at your expense) through a traceable means (e.g., certified mail, UPS or FedEx).**
- **All components and manual must be returned.**
- **Credit or refund is issued for returned products, less Performance and Delivery Guarantee charges.**
- **Installed equipment and software are repaired or replaced under manufacturer warranty.**
- **Special order and value-added items are repaired or replaced under manufacturer warranty.**
- **Items not in compliance with return policy will be returned to you at your expense.**

Please complete the return form included with your shipment and reference the original transaction number or call our Customer Service team if you need assistance. Beyond our 30-day money-back guarantee, no returns for credit or refund will be accepted, even if the merchandise is defective. However, the manufacturer's warranty will apply, and we will be happy to facilitate your request for warranty satisfaction from the manufacturer.

3. Prices: At the time of your order, you will receive the total bottom-line delivered cost according to the price prevailing at the time your order was placed and the delivery option you have selected. Call 800-472-7373 (USA, Canada, Mexico) or +1 410-229-1200 (other countries) for pricing and delivery confirmation. State sales tax, if applicable, will be added to your invoice unless an acceptable resale tax exemption certificate is provided. Where applicable, the payment of all customs duties will be your responsibility.

4. Delivery: We will deliver your order on time, configured and complete to the address you have designated and will make every effort to ship in accordance with the delivery option you have selected. Delivery dates may be affected by our late receipt of all information necessary to ship or other causes beyond our reasonable control. In any such event, we are not liable to you for any loss of time, material, or production or any other loss resulting from late delivery. (See Limitation of Liability, paragraph 8.)

5. Payment Terms: If you would like to establish an open account, please contact our Customer Transactions team at 410-229-1395. During the credit application process, business may be done via credit card, COD, and EFT. We reserve the right to change terms of sale at any time. All payments must be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by TESSCO. For payment terms other than net 30, additional fees may apply.

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- Net 30 terms require prompt payment by company check within 30 days from the shipment date unless otherwise stated on the invoice.
- There will be a \$35.00 charge for returned checks and EFT rejections for any reason.
- Please pay from the invoice provided, as no statement will be issued. A late payment charge of 1.5% per month (18% APR) will be charged on all invoices not paid within the defined terms. Our Customer Transactions team is available to help you in all billing matters.
- In the event TESSCO retains a collection agency or attorney to enforce any of your obligations to TESSCO, you agree to pay all of TESSCO's costs and expenses associated with such enforcement, including all collection, attorney, and litigation fees. You agree to pay and/or reimburse TESSCO for any and all sales, use and excise taxes which may be imposed on you or TESSCO by any government entity as a result of any sales to you, regardless of when such taxes may be assessed, imposed, or levied.

6. To obtain information about manufacturers' Return Merchandise Authorizations, simply visit www.tessco.com/go/mfgwarranty or e-mail warranty@tessco.com for further assistance. **We make no implied warranties, including the implied warranties of merchantability or fitness for a particular purpose with respect to any goods or services sold to you.**

7. Damages in Shipment: Regardless of your shipping terms, we will assist you if the merchandise is verified as damaged in transit. If this occurs, please take the following action:

- Do not accept a visibly damaged product until the person making the delivery has endorsed the air bill/bill of lading with a statement of the extent of the damage.
- If damage is concealed and found after unpacking, retain all packing material and immediately call us. Concealed damage must be reported within 24 hours from time of receipt of shipment.
- Notify us immediately of damages so that we can provide you with assistance on the claim with the freight carrier. When calling, please have the sales order number at hand.
- Please send us copies of all airbills/bills of lading and inspection reports.

8. Limitation of Liability: In no event shall TESSCO be liable to you under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to, such losses as (i) wages paid to your employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, or (viii) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim relating to your purchases of goods or services from TESSCO, including losses resulting from your general or particular requirements or needs, whether or not TESSCO, at time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by you by cover or otherwise. **TESSCO's liability to you shall in no event exceed the purchase price of the nonconforming goods or services giving rise to TESSCO's liability to you.**

9. Choice of Law, Forum Selection: Finally, TESSCO controls and operates its business from its offices at Hunt Valley, Maryland, USA. Consequently, any questions relating to these Terms and Conditions or their application in a particular situation shall be governed by the laws of the United States and the State of Maryland. Any legal or equitable action of whatever nature brought by you against TESSCO arising out of or related in any respect to these Terms and Conditions or your purchases or other dealings with TESSCO shall be brought solely in either the United States District Court for the District of Maryland located in Baltimore City or the appropriate court of the State of Maryland located in the jurisdiction where TESSCO has its principal place of business.

10. Amendments: By purchasing from TESSCO you agree to be bound by these Terms and Conditions in effect at the time of your purchase. You agree that TESSCO may change any of these Terms and Conditions upon 15 days prior written notice to you, and that such changed Terms and Conditions will thereafter apply to any new transactions between you and TESSCO. You agree that in the event that any portion of these Terms and Conditions is found to be unenforceable, the remainder of these Terms and Conditions will remain in full force and effect.