



Terms and Conditions of Sale

TERMS

ONEAC's terms are 100% net thirty (30) days after shipment. ONEAC reserves the right to change terms and conditions of sales or prices without notice. ONEAC further reserves the right to make changes in the type, design, composition or material of the products at any time without notice.

DELIVERY

Delivery of all product purchased hereunder shall be FOB ONEAC point of manufacture. Transportation shall be by carrier selected by customer and approved by ONEAC; and failing such selection, by a carrier selected by ONEAC. Carrier's shipping charges shall be billed to customer freight collect or billed on the product invoice. Risk of loss to the products shall pass to customer upon delivery to the carrier provided that title to the products shall remain with ONEAC until payment in full for the products has been received.

ORDERS

All orders for products of ONEAC are subject to acceptance by ONEAC at ONEAC's principal offices and shall be subject to the terms and conditions set forth herein. No other conditions or modifications will be effective unless specifically agreed to in writing by both parties. Failure of ONEAC to object to provisions contained in any purchase order or other communications submitted by customer shall not be construed as a waiver of the conditions nor an acceptance of any such provisions. ONEAC reserves the right to withhold shipments of products because payments have not been received from customer in accordance with the terms hereunder.

PRICE CHANGES

Products on order before the effective date of a price change that are shipped within 60 days of the change will be billed at the lower of the new or old prices. All subsequent shipments will be billed at the new prices.

CHANGE ORDERS

Change orders will be accommodated under the following conditions:

- a. Within 30 days of scheduled shipments:
No changes allowed.
- b. 31-60 days prior to scheduled shipment:
Changes to ship dates, quantities and models for non-standard products are accommodated and a 20% change order fee is applied.

- c. 61 or more days prior to scheduled shipment:
Changes to ship dates, quantities and models for standard products will be accommodated without fee.

When a change order is implemented, quantity and dollar volume discounts will be recalculated to reflect quantities and dollar volume after the change. All subsequent shipments against the changed order will be re-priced to reflect revised quantities and models. In no event will there be bill backs to the customer.

CANCELLATIONS

Individual scheduled shipments or orders may be canceled under the following conditions:

- a. Within 30 days of scheduled shipment:
Not cancelable.
- b. 31-60 days prior to scheduled shipment:
 1. Standard products are cancelable and subject to a 20% cancellation/restocking fee.
 2. Non-standard products are not cancelable.
- c. 61 or more days prior to scheduled shipment:
 1. Standard products are cancelable and no fee is applied.
 2. Non-standard products are cancelable and subject to a 20% cancellation/restocking fee.

After cancellation, quantity and dollar volume discounts will be recalculated to reflect quantities and dollar volume after cancellation. Items remaining on the order will be re-priced based on these cancellations. In no event will there be bill backs to the customer.

RETURNS FOR CREDIT

ONEAC will take back any standard product for credit within 60 days of the date of shipment from ONEAC provided that the product is in the original packaging and the packaging has not been opened. Non-standard products (custom-made or "specials"), products that were shipped from ONEAC more than 60 days prior to the return request or products that have been opened are considered not returnable.

A restocking fee amounting to 20% of the original purchase price will be assessed on all returns for credit. The customer must obtain an RMA (Return Material Authorization) number from ONEAC Technical Support in order to return any product.

