

## **Terms and Conditions**

“Motion Analysis,” “we” or “Seller” refers to Motion Analysis Inc.

“You,” “Your” or “Buyer” refers to you as purchaser of products under this agreement.

### **Prices:**

All prices are subject to change without notice. We reserve the right to correct misprints. We will notify you before we make correcting charges.

### **Payment Terms:**

Upon shipment of Products, the Motion Analysis Inc. will submit to the buyer an invoice for those products sold. Buyer shall pay each such proper invoice within thirty [30] days of invoice date or as otherwise agreed in writing between the Seller and Buyer. Payment shall be made in United States Dollars in accordance with information provided on the Seller’s invoice. Late payments will incur interest at a rate equal to or less than the maximum rate permitted by applicable law on any past due invoice balance, beginning on the first day after the due date of the invoice.

### **Delivery:**

All shipments are made per ExWorks (ECW); Eugene, Oregon, USA. Description of Incoterms 2010.

<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

Orders are shipped via UPS or FedEx. Motion Analysis Inc. will ship on buyers account if provided at time of order along with shipping method. All shipments will be insured to the value of the shipment unless the customer has requested NO INSURANCE in writing on the accepted purchase order. Alternative carrier shipping is available, but will incur handling charges, in addition to shipping costs.

Orders must ship to a street address.

Orders are processed Monday through Friday.

### **Return/Exchange Policy:**

Returns for credit or exchange must be made within the first 30 days.

Shipping and handling will not be refunded.

Products must be returned unopened in the original manufacturer’s packaging. All items are subject to a 25% restocking fee.

Products displaying use, misuse or other damage will not be accepted. These will be returned to the buyer at the buyer's expense.

Obtain a return authorization (RA) number by contacting our customer service department by emailing [sales@motionanalysisinc.com](mailto:sales@motionanalysisinc.com) or by calling 541-342-3440 (800-935-3440 within the U.S. and Canada).

Return authorizations are valid 30-days from issue.

Return products with the original manufacturer's packaging unopened and the return authorization number clearly noted on the shipping carton.

Credit card order refunds are issued to the credit card to which the product was charged.

### **Cancellation Policy:**

Cancellations will only be allowed with approval of Motion Analysis Inc. until the time of shipping.

To submit a request an order be canceled, please email [sales@motionanalysisinc.com](mailto:sales@motionanalysisinc.com) or by calling 541-342-3440 (800-935-3440 within the U.S. and Canada).

### **Warranties and Repairs:**

Motion Analysis Inc. honors all manufacturers' warranty policies and will make every effort to expediently handle all warranty issues.

Motion Analysis Inc. is not responsible for inbound freight or duty charges, or outbound duty charges for returns.

Products returned will be tested to verify the defect. Upon verification, the product will be shipped out for repairs. In the event that you have a problem with any product purchased from Motion, please call and request a return authorization (RA) number. Be sure to have the model number, serial number and nature of the problem available before calling for the RA number. Customer will be responsible freight charges for all repairs. In the event of replacement or an exchange for a different item, the returned product will be credited to the customer's account and a new invoice issued for the replacement item. Motion Analysis Inc. reserves the right to issue a credit only in lieu of replacement. If the product is found to be in good working order or its inability to function properly is a result of user damage or abuse, the product will be returned in the same condition as received, unless repair is possible and requested by the customer. Repairs of such nature will incur a charge for parts and labor, and will proceed only by agreement with the customer to accept the charge.

**IMPORTANT:**

Other than expressly set forth or as contained in any express warranties provided with products and TO the extent permitted by law, the seller IS SELLING THE PRODUCT "AS IS" AND makes no warranties, express or implied, including warranties of merchantability or fitness of the merchandise for any particular purpose. The seller shall not be liable for loss or damage resulting from the use or performance of the products.

In no event shall the seller be liable to the buyer or its customers for any CONSEQUENTIAL, special, indirect, incidental, exemplary or punitive damages resulting from loss of use, interruption of business, or loss of profits, even if the seller has been advised of the possibility of such damages and even if they are independently foreseeable.

Notwithstanding the foregoing, in no event shall the seller's aggregate liability to the buyer and its customers exceed the amount paid for the products purchased under the agreement in the prior 6 months.

Buyer is responsible for compliance with all applicable US and local laws. You may not export or re-export the products purchased except in full compliance with all United States laws and regulations. In particular, you may not export or re-export into (or to a national resident of) any country to which the United States embargoes or sanctions goods, services or technology, to any person or entity on the U.S. Treasury Department's List of Specially Designated Nationals, the U.S. Bureau of Export Administration Entity List, the U.S. Bureau of Export Administration Denied Persons List or the U.S. Commerce Department's Table of Denial Orders. In Addition, you are responsible for complying with any local laws in your country which may impact your right to import, export or use the products.

**Governing Law:**

Sales transactions are governed by the internal law of the State of Oregon, U.S.A. and you agree that in the event any lawsuit is filed relating to a dispute arising out of this agreement or its interpretation or enforceability, you irrevocably submit to the exclusive jurisdiction of the courts located in Lane County, Oregon to hear and decide said dispute, interpretation or question of enforceability.