

Terms and Conditions of Sale

The following terms and conditions apply to all purchases (orders) submitted to Masline Electronics Inc (referred to as Masline in this document) by you, the Customer. These terms and conditions supercede any terms set forth in customer's purchase order or other documentation. Any exceptions to these terms and conditions must be submitted in writing, which must specifically state that it amends these terms and conditions, and signed by a duly authorized representative of each party. In the event of any inconsistency between these terms and conditions and a document signed by both parties, the express terms of the document signed by both parties shall prevail.

Minimum Order

The minimum order is \$25. Orders from new accounts are on a credit card or other pre-payment basis until your credit is established.

Acceptance of Purchase Orders

All orders are subject to acceptance by Masline as indicated by written acknowledgment, electronic acknowledgment, or fulfillment and shipment of such orders. Any amendment, change order, revision, or termination to an already accepted purchase order shall be subject to an acknowledgment by an authorized representative of Masline. Any attempted acknowledgment of the order inconsistent with or in addition to these terms is not binding upon Masline.

Prices and Fees

Masline does not provide price protection or guaranteed pricing. Prices shall be as quoted or acknowledged but will be subject to change for any reason. Masline will try to keep pricing as agreed upon, but will be subject to Force Majeure and market rate adjustments as warranted by then current circumstances. If the price should be increased by Masline before delivery of the product(s) to a carrier for shipment to Customer, then these terms shall be construed as if the increased price were originally inserted in Customer's purchase order, and Customer shall be billed on the basis of such increased price. Additional charges may be added to the invoice, including but not limited to taxes, freight, insurance, freight surcharges, tariffs, handling fees, and others. Where known, these charges will be listed on the quote or acknowledgment and may be billed separately. Customer shall be responsible for all such costs.

Typographical and clerical errors in quotations, orders, and acknowledgments are subject to correction.

Cancellation or Termination of Orders

Orders may be canceled upon mutual agreement by both parties. Cancellations must be acknowledged in writing by Masline. Masline reserves the right to cancel any order due to non-payment or lack of factory support for open orders. Customer change of ownership is not a valid reason for order cancellation.

Part Number

The Customer's part number is for reference only, and the manufacturer's part number is the defining factor in determining specifications and performance.

Changing Orders

All changes to orders by the Customer must be made in writing and acknowledged by Masline. Masline reserves the right to change any order for any reason, including over and under-shipped orders based on factory production procedures, standard factory package quantities, and reasonable differences in dollar value. Order changes may affect prices and delivery times.

Masline reserves the right to ship any ordered products after 12 months has elapsed from the date of PO receipt. Exceptions will be acknowledged in writing by Masline in the order acknowledgment.

Delivery and Risk of Loss

Unless otherwise acknowledged in writing, all orders will be delivered FCA, as per current INCOTERMS. Title and risk of loss pass to the Customer when Masline tenders the order to the carrier specified by the Customer or, if not specified, by Masline's preferred carrier. Any loss or damage during shipping shall be the Customer's responsibility, and the Customer must not reduce or debit Masline for any losses. For products that are not paid in full prior to shipping, as security for the payment, the Customer hereby grants to Masline a lien on and security interest in and to all of the right, title, and interest of the Customer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds, including insurance proceeds of the foregoing. The security interest granted under this provision shall constitute a purchase money security interest under the New York Uniform Commercial Code. Masline has the right to exercise this security interest as provided by applicable law.

The shipping cost shall be borne solely by the Customer. The Customer assumes any and all risk of loss. The Customer shall make a claim with the carrier for damaged merchandise.

Masline will not be liable for any damages accrued by the Customer for failures in delivery or for failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, pandemics, quarantine restrictions, riots or war ("Force Majeure" events). Masline's delivery or performance will be extended by the period of such delay, or Masline may, at its option, cancel any order or remaining part thereof, without liability, by giving notice to the Customer.

Inspection and Rejection of Nonconforming Products

The Customer shall inspect the products within ten (10) days of receipt. The Customer will be deemed to have accepted the products unless it notifies Masline of any nonconforming products during such ten (10) day inspection period and furnishes written evidence and other documentation as required by Masline.

If the Customer notifies Masline of any nonconforming products, Masline shall, in its sole discretion, (i) replace such nonconforming products with conforming products or (ii) credit or refund the price of the nonconforming products to the Customer. The Customer acknowledges and agrees that the remedies set forth in in this paragraph are the Customer's exclusive remedies for the delivery of nonconforming products.

Masline may, in its sole discretion, without liability or penalty, make partial shipments of any products to the Customer. Each shipment will constitute a separate sale, and the Customer shall pay for the units shipped whether in whole or partial fulfillment of Customer's order. Any shortages not communicated to Masline by the Customer at the time of shipment must be reported within ten (10) days of the Customer's receipt of the product.

Insurance

The Customer shall carry insurance in type and amounts adequate to protect against any loss, damage, liabilities or expenses which may incur under a Purchase Order with Masline. A Certificate of Insurance naming Masline as Additional Insured is required for Masline-owned products at the Customer's facility. Upon Masline's request, the Customer shall provide Masline with a certificate of insurance from the Customer's insurance evidencing the insurance coverage required by these terms. The Customer shall provide Masline with ten (10) days' advance written notice in the event of a cancellation or material change in the Customer's insurance policy.

Payment

Masline may offer payment methods to qualifying customers as follows: Payment Terms, Check, ACH, Wire Transfer, Credit Card, Paypal, and COD. All international currency transactions will equal the amount in USD on the invoice.

The Customer shall pay all invoiced amounts within the stated terms of Masline's invoice. Masline reserves the right to charge the Customer a late payment monthly fee, at the maximum amount permitted by law, against undisputed overdue amounts and defer shipments until the account is current. The Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Masline, whether relation to Masline's breach, bankruptcy, or otherwise. The Customer shall be liable for all costs incurred in collecting outstanding balances, including any applicable late fees, collection costs and reasonable attorney fees .

Masline reserves the right to refuse orders or hold shipments on delinquent accounts.

Return Policy

All returns must have a Return Merchandise Authorization (RMA) number provided by Masline.

Warranty

MASLINE MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE FUNCTIONALITY OF ANY PRODUCTS OR SERVICES PROVIDED BY MASLINE. MASLINE DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE AND NON-INFRINGEMENT CONCERNING THE PRODUCTS, THE WEBSITE, THE SERVICE AND THE CONTENT PURPOSE OR TRADE PRACTICE. MASLINE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD PARTY PRODUCT. MASLINE DOES NOT WARRANT THE COMPLETENESS OR ACCURACY OF ANY CONTENT OR ERRORS OF ANY CONTENT WILL BE CORRECTED. THE WARRANTIES PROVIDED BY THE MANUFACTURERS OF PRODUCTS SHALL BE THE SOLE AND EXCLUSIVE WARRANTIES OF PRODUCTS.

Proprietary Information

No party shall use Masline's web or print material for any purpose, electronic or otherwise, without written authorization from Masline. This information includes but is not limited to; electronic scraping, duplicating distribution programs, and more.

Force Majeure

Masline will not be liable for delays in delivery or failure to perform its obligations due to Force Majeure events or other causes beyond its reasonable control.

Governing Law

All matters arising out of or relating to these terms and conditions are governed by and construed in accordance with the internal laws of the State of New York (without giving effect to any choice or conflict of law provision or principle). The parties irrevocable submit to the exclusive jurisdiction of the courts of the State of New York and/or the United States Federal Courts located in Monroe County and that proper venue shall be in Monroe County, New York and/or the United States District Court for the Western District of New York.

Last Updated 1/16/2023