

Acceptance of the OP-marks, Inc. ("OP-marks") offer to sell the products listed herein is expressly limited to the terms set out herein and all sales of products are conditioned upon acceptance of, and are subjected to, the terms set out herein.

Terms: Terms of payment are net 30 days from the date of invoice. Unpaid balances over thirty (30) days are subject to a one and one-half percent (1.5%) service charge per month. Purchase prices do not include excise, sales, or similar taxes, if applicable. OP-marks reserves the right to discontinue products or change specifications, designs, and conditions of sale without prior notice.

Product Delivery: OP-marks shall not be liable for any delay or failure to deliver product or otherwise perform, where such failure or delay has been occasioned by matters such as fire, flood, embargo, strike, lockout, act of God, terrorism, war, shortage of raw material or power, governmental action or compliance with government requirements, whether voluntary or pursuant to order, or any other circumstance beyond OP-marks' reasonable control. OP-marks reserves the right to fill orders by complete or partial shipments unless otherwise agreed. The responsibility for goods lost, damaged, or delayed in shipment rests with the carrier. FOB ORIGIN.

Orders: OP-marks accepts orders via customer purchase order with approved credit, VISA, or Mastercard.

Emergency of Expedited Orders: Overnight emergency orders are accepted subject to product availability. Customer is responsible for all freight charges associated with expedited orders.

Returned Materials Policy: OP-marks purchase products may be returned for credit only after prior written authorization for such return from OP-marks. Authorization will not be granted unless products (1) are in unopened, original packages and not defaced; and (2) are in salable condition. To request return authorization, contact customer service at 1-866-307-2757 and have the following information available:

Account Number
Catalog Number
Lot Number
Purchase Order Number
Reason for return
Quantity to be returned

A Returned Materials Authorization (RMA) will only be issued for current product under the following conditions:

1. All returns must be accompanied by an RMA obtained by calling 1-866-307-2757.
2. All returns are subject to final inspection and OP-marks approval.
3. Product returned within 30 days of shipment to the customer will be credited at 90% of purchase price.
4. Product returned more than 30 days but less than 90 days of shipment to customer will be credited at 75% of purchase price.
5. No returns will be accepted after 90 days.
6. Customer is responsible for all freight charges on products returned to OP-marks under the terms and conditions of this policy.
7. Product returned without an RMA may be refused by OP-marks.

Products Shipped in Error or Defective Products: Product shipped in error by OP-marks or products that do not meet the stated representations can be returned for full credit of the purchase price. Contact OP-marks Customer Service for return instructions.

Limited Warranty: OP-marks warrants to the original purchase that all products furnished hereunder will be free from defects in material and workmanship. In the event of a violation of this warranty about which Customer gives a reasonably detailed notice to OP-marks within one (1) year after delivery of products, OP-marks, at OP-marks' election and as Customer's sole remedy breach of warranty will replace the nonconforming goods if the Customer returns the nonconforming goods to OP-marks with transportation charges prepaid. In lieu of the foregoing remedy, at OP-marks' election, OP-marks may issue to Customer a credit in the amount of the purchase price of the nonconforming goods. THE ABOVE IS OP-MARKS' SOLE WARRANTY WITH RESPECT TO THE SALE OF PRODUCTS HEREUNDER. OP-MARKS MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OP-MARKS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THE USE OR THE INABILITY TO USE ANY PRODUCTS FURNISHED HEREUNDER.