

**Contacting OZ OPTICS LTD. (“OZ Optics”)**

You may contact OZ Optics via:

- Toll free: 1-800-361-5415
- Telephone: 613-831-0981
- Fax: 613-836-5089
- E-mail: sales@ozoptics.com
- E-mail: orders@ozoptics.com
- E-mail: customer.service@ozoptics.com
- Postal Service Mail:  
219 Westbrook Road  
Ottawa, Ontario, Canada  
K0A 1L0
- Our web site: www.ozoptics.com

**Quotations**

OZ Optics is pleased to provide price and delivery quotations by e-mail or fax.

**Placing an Order**

Purchase orders can be sent by fax or by email to the attention of the Order Department.

Fax: 613-271-4821

E-mail: orders@ozoptics.com

**Necessary Information**

OZ Optics requires the following before any order you place can be processed:

- **Your purchase order number.**
- **Your billing address**, together with name and telephone number of an accounts-payable contact person.
- **Shipping address**, together with the name and telephone number of the contact person.
- **Method of shipment**, including the name of your preferred carrier and shipping account number. If your Purchase Order does not clearly state your preferred Shipping Courier/Service type and Collect Account # OZ Optics reserves the right to ship your order via our preferred carrier Federal Express via Next Day service

(Overnight). OZ Optics will prepay and add these shipping costs to your Final Invoice.

Note: All purchases must be confirmed in writing. (I.e. PO's must be signed, telephone orders followed up with an e-mail or PO)

**Engineering contact**

It is useful to provide OZ Optics with the full name and phone number and e-mail address of the person to contact with any technical questions concerning your order.

**Exclusive Terms and Conditions**

Orders are accepted only upon your receipt of OZ Optics' written Sales Order Acknowledgement, and are subject to the following terms and conditions in lieu of any contrary provisions that may be included in your purchase order.

**Normal Delivery**

Every effort will be made to process your order expeditiously, and to meet your desired delivery schedule. OZ Optics shall have no liability for any delays in delivery.

**Prices and Terms**

All sales are F.O.B. Ottawa, Ontario, Canada, and exclude shipping, taxes and duty. We quote in US dollars and Canadian dollars. We also typically quote in Euros for customers outside of the Americas. The prices are valid for 90 days or as stated. A minimum order of \$500 US or €500 or \$650 CDN is required for new Customers, and \$250 US or €250 or \$325 CDN for existing Customers. If your order is less than the minimum stated amount, a surcharge of \$50 US or €50 or \$65 CDN will be added to your purchase order.

Payment for purchases can be made to OZ OPTICS LTD. by company cheque (on approved credit) in dollars drawn on

a US or Canadian bank or in Euros drawn on a European Monetary Union home country bank ONLY. (I.e. A UK company cannot send us a company cheque unless their bank is physically in the USA, Canada or in a European Monetary Union country, which Britain is not) Customers are encouraged to pay by wire transfer. We also accept money orders and credit cards.

Our payment terms are net 30 days (unless agreed otherwise) from date of shipment and are granted to all customers with satisfactory credit references. A discount of 1% is applicable if OZ Optics receives full cash payment within 10 days of invoice. An interest charge at the rate of 1.5% per month may be charged for late payments. If your account is greater than 90 days past due, additional collection fees equal to but not more than 50% of your outstanding balance (including applicable interest charges) may be charged plus any applicable legal fees. The first order from a new customer must be prepaid.

#### **Change Orders**

Change order requests may be faxed or emailed to the Customer Service Department. The original purchase order number, order date and delivery date are needed; an administration charge of \$50 US or €50 or \$65 CDN may be applied to your order.

#### **Cancellations**

We cannot accept cancellations of custom orders already in production. Undelivered custom orders are subject to a cancellation fee, which covers a reasonable estimate of materials and work already expended by OZ Optics.

Fax: 613-271-4821

E-mail: [customer.service@ozoptics.com](mailto:customer.service@ozoptics.com)

Orders (other than custom orders) may be cancelled at no charge 91 or more days before the scheduled delivery. A minimum cancellation charge of 33% of the order value will apply between 61 and 90 days before the scheduled delivery. A minimum cancellation charge of 60% of the order value will apply between 31 and 60 days before the scheduled delivery. A cancellation charge of up to 100% of the order value will apply on cancellations that take place less than 31 days before the scheduled delivery.

Cancellation of an order must be submitted in writing by mail, e-mail, or fax to OZ Optics. The date on which the cancellation notice is received will dictate the conditions to be applied.

Orders may be cancelled by contacting any of the following:

Fax: 613-271-4821

E-mail: [customer.service@ozoptics.com](mailto:customer.service@ozoptics.com)

Postal Service: 219 Westbrook Road

Ottawa, Ontario, Canada

K0A 1L0

Delivery of orders may be postponed once, for no more than 90 days, if a postponement request is received at least 91 days before the originally scheduled delivery date. Orders may be postponed once, for no more than 45 days, if the request is received between at least 45 days before the originally scheduled delivery date. No postponements of deliveries are permitted if fewer than 45 days remain before the scheduled delivery.

Orders postponed and later cancelled shall incur cancellation charges according to the original delivery date.

#### **Limited Warranty**

OZ Optics products are warranted against defects in materials and workmanship for a period of 1 year unless otherwise stated from the date of

delivery to the initial end-user of the product.

OZ Optics shall, upon review, replace products that prove to be defective or do not meet specifications, if OZ Optics receives written notice of such defects during the applicable warranty period. OZ Optics' entire liability and your exclusive remedy shall be, at OZ Optics' option, (a) return of the price paid, or (b) replacement of the product(s) that does not meet specified requirements, and which is returned to OZ Optics. This limited warranty is void if failure of the product has resulted from accident, abuse, or misapplication. Any replacement product will be warranted for the greater of 90 days from the delivery date of the product, or the expiration of the 1-year warranty period for the original purchase. OZ Optics is pleased to offer suggestions and procedures on the use of its various products. However, OZ Optics neither assumes responsibility for any omissions or errors nor assumes liability for any damages that result from the use of its products. This warranty is in lieu of all other warranties, expressed or implied including warranties of merchantability or fitness for a particular purpose.

#### **Warranty Coverage Limitations**

The following are expressly NOT COVERED under warranty:

1. Any loss, damage and/or malfunction relating in any way to shipping, storage, accident, abuse, alteration, misuse, neglect, failure to use products under normal operating conditions, failure to use products according to any operating instructions provided by the Seller, lack of routine care and maintenance as indicated in any operating maintenance instructions, or failure to use or take any proper precautions under the circumstances.
2. Products, items, parts, accessories, subassemblies or components, which

are expendable in normal use or are of limited life, such as but not limited to bulbs, fuses, lamps, glassware, diodes etc. The Seller reserves the right to revise the foregoing list of what is covered under this warranty.

#### **Repair Under Warranty**

If you need to request the return of product(s) to OZ Optics please contact our Customer Service Department at 613-831-0981 ext. 3318 or your sales representative to obtain a Return Material Authorization (RMA) and shipping instructions. Ship the product back to us, prepaid and insured, in the original or equivalent packaging, with the designated RMA number clearly marked on the outside of the return package. To avoid processing delays, please be sure to include: purchase order number, invoice number, contact name, address and phone number. OZ Optics cannot be held responsible for any damage occurring in transit to us and we cannot accept products returned without an RMA number. Any product(s) which have been returned to OZ Optics but which are found to meet the applicable specifications and are not defective of material or workmanship, will be subject to an examination charge of a minimum of \$ 50 US which will be billed to you and the product will be returned at your expense.

#### **Limited Liability**

Oz Optics shall in no case be liable for negligence under product liability theory or similar legal theory. In no event shall OZ Optics be liable for incidental or consequential damages, even if advised of the possibility of such damages or if such damages were foreseeable.

#### **Intellectual Property**

The sale of Products does not convey to Buyer any license or other right with

respect to any patent, patent claim, other intellectual property, or other information which is identified as confidential by Supplier or that a reasonable person would consider confidential by the nature of the information or the circumstances of its disclosure. Supplier expressly reserves all of its rights to any such patent, patent claim, intellectual property or confidential information. You agree to notify OZ Optics promptly in writing of any third party claims that any OZ Optics product(s) infringes on that party's intellectual property rights.

### **General**

Neither party will be liable for any delay in performance resulting from any cause beyond that party's control (including without limitation material and/or capacity shortages). If any sentence, part, or provision of these terms and conditions shall be found illegal, unenforceable, or in conflict with any valid controlling law, the validity of the remaining terms and conditions shall not be affected thereby. Each party shall conform to all applicable laws and regulations, including but not limited to export control laws of the United States, Canada, or any other applicable jurisdiction. These terms and conditions shall be construed in accordance with the substantive laws of the Province of Ontario, without regard to its conflict of laws rules, except that questions affecting the construction or enforcement of any intellectual property rights shall be determined by the laws under which such rights are granted, registered, or protected. No waiver of any of the foregoing terms and conditions shall be effective unless made in writing and signed by the party sought to be bound to such waiver.