



TERMS AND CONDITIONS

Sales Tax

Vista Engineering is required to charge applicable state and local tax on every item for which sales tax exemption certification has not been provided. When ordering please indicate clearly which items are tax exempt.

Payment Terms

For customers with established credit, terms are net thirty (30) days from date of shipment. If credit is not established, please include payment with order or purchase through Visa, MasterCard, or American Express. Cash or anticipation discounts are not allowed. All payments must be in U.S. dollars. Vista Engineering shall have the right of set-off and deduction for any sums owed. If customer fails to make payment within thirty (30) days, Vista Engineering may defer shipments until such payment is made, or may, at its option, cancel all or any part of unshipped order.

Credit Balance

Customer agrees that any credit balances issued will be applied within one (1) year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND VISTA ENGINEERING SHALL HAVE NO FURTHER LIABILITY.

FREIGHT POLICY

Shipping Charges

Unless otherwise stated, freight and shipping fees will be charged for shipments to a customer's place of business anywhere in the contiguous United States, using a carrier of our choice. Other terms apply to Alaska, Hawaii, Puerto Rico, and export orders. Any extra charges incurred for additional services, such as customer's carrier or special handling by the carrier, must be paid by the consignee. Items backordered from an order qualifying for prepaid shipping charges will be shipped prepaid. Title and risk of loss pass to the customer upon tender of shipment to the carrier. If product is damaged in transit, consignee must file claim with the carrier.

VISTA ENGINEERING LIMITED WARRANTY

LIMITED WARRANTY

ALL PRODUCTS SOLD ARE WARRANTED BY VISTA ENGINEERING ONLY TO CUSTOMERS FOR RESALE OR FOR USE IN BUSINESS OR ORIGINAL EQUIPMENT MANUFACTURE, AGAINST DEFECTS IN WORKMANSHIP OR MATERIALS UNDER NORMAL USE FOR 30 DAYS AFTER DATE OF PURCHASE FROM VISTA ENGINEERING, UNLESS OTHERWISE STATED. ANY PART WHICH IS DETERMINED BY VISTA ENGINEERING TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP AND RETURNED TO VISTA ENGINEERING AS VISTA ENGINEERING DESIGNATES, SHIPPING COSTS PREPAID, WILL BE, AS THE EXCLUSIVE REMEDY, REPAIRED OR REPLACED, AT VISTA ENGINEERING'S OPTION.

WARRANTY DISCLAIMER

NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE IS MADE OR AUTHORIZED BY VISTA ENGINEERING. VISTA ENGINEERING DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION, AND ANY DESCRIPTION DOES NOT EXPRESS OR IMPLY A WARRANTY THAT THE PRODUCTS ARE MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES IS EXPRESSLY DISCLAIMED. VISTA ENGINEERING'S LIABILITY IN ALL EVENTS IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID.

Prompt Disposition

Vista Engineering will make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective within warranty period. Before returning any product, write or call Vista Engineering giving date and number of original invoice, and describing defect.

Product Suitability

Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While Vista Engineering attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, please review the product application, and national and local codes and regulations, to be sure that the product, installation, and use will comply with them.

No Warranties to Consumers

Vista Engineering makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

Force Majeure

Vista Engineering shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of Vista Engineering in the conduct of its business.

Cancellation

Any cancellation must be approved by Vista Engineering, and may be subject to restocking and other charges.

Assignment

Customer shall not assign any order or any interest therein without the prior written consent of Vista Engineering. Any actual or attempted assignment without Vista Engineering's prior written consent shall entitle Vista Engineering to cancel such order upon notice to customer.

Modification of Terms

Vista Engineering's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth in Vista Engineering's acknowledgment, and customer's assent to these terms and conditions shall be presumed from customer's receipt of Vista Engineering's acknowledgment, or from customer's acceptance of all or any part of the goods or services ordered. No addition or modification of terms and conditions shall be binding upon Vista Engineering unless agreed to by Vista Engineering in writing. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in Vista Engineering's acknowledgment, Vista Engineering's acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by Vista Engineering of any of the terms and conditions contained in Vista Engineering's acknowledgment.

Complete Agreement

The terms and conditions in Vista Engineering's forms, acknowledgments, quotations, invoices, websites, and catalog sales terms and conditions are incorporated herein by reference, and constitute the entire and exclusive agreement between customer and Vista Engineering.

Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Washington, excluding conflict of law rules, and venue shall be in Benton County, State of Washington.

No Third Party Benefit

The provisions stated above are for the sole benefit of the parties hereto, confer no rights, benefits or claims upon any person or entity not a party here to.

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