



## Terms and Conditions 2009

### I **Warranty**

Allen Products and ATM Fly-Ware (collectively known as Adaptive Technology Group or ATG) warrant that its products are free from mechanical defects and poor workmanship for a period of **two years** from the date of shipment. ATG reserves the right to repair or replace a defective product at the time that the claim is submitted.

### II **Liability**

ATG limits its liability to the replacement or repair of the purchased product itself only and when the product is used as it was intended, per the instruction sheet that came packed with the product.

### III **Stocking Policy**

ATG sells products on a first come first served basis. Although ATG strives to maintain stock of many standard products at all times, there is no guarantee that it will be available at the time of purchase and ATG is not responsible for expedited freight charges. To avoid delays, make purchases early to assure delivery.

### IV **Product Changes**

ATG reserves the right to improve, change or revise standard product designs at any time and without notice.

### V **Order Documentation**

Verbal orders are not accepted. Orders and changed orders must be received by fax, email or post mailed to Adaptive Technology Group, 1635 E. Burnett Street, Signal Hill, CA 90755, USA or faxed to 562-424-3520. Orders must include complete part number(s), agreed upon price, bill-to and ship-to addresses, method of payment and shipping instructions.

### VI **Pricing**

Due to wide swings in material costs, Allen/ATM Fly-Ware reserve the right to revise the price of standard product at any time and without notice, prior to accepting a purchase order. Unless otherwise specified, prices are quoted in US dollars.

**VII Payment** – Unless otherwise specified, opening orders are prepaid in their entirety by credit card, wire transfer or by company check. Requests for credit terms may be submitted on subsequent orders. We accept Visa, MasterCard and Discover.

**VIII Deposits** – Custom designs and orders require a 50% non-refundable deposit at the start of an order and the balance due upon receipt of the completed order. Delivery commitments will be made, based upon receipt of the 50% payment deposit.

### IX **Credit**

To apply for open account terms, submit a completed dealer application form, which is available on our web site [www.allenproducts.com](http://www.allenproducts.com) or [www.atmflyware.com](http://www.atmflyware.com), then fax it to 562-424-3520. Our open payment terms are net 30 days from the date of the invoice. Open balances over 45 days from the due date may incur a late fee of up to 1.5% per month of the invoice amount and/or loss of terms.

**X FOB Shipments** - Unless otherwise specified, orders are shipped FOB from Signal Hill, CA, 90755, USA. Shipments to third parties incur a drop ship fee of \$10.00

### XI **Freight / Damage claims**

Freight damage claims and discrepancies must be made with the shipping carrier at the time the shipment is received or when discovered. It is the consignee's responsibility to notify the freight carrier of any discrepant or damaged materials. All claims are between the carrier and the consignee.

### XIIa **Returns Policy - Rigging products.**

For your safety, **rigging products are not returnable**. Be sure that the item(s) you purchase meets your specific needs. Our staff will assist you in selecting the proper components. They can be reached at 562-424-1100.

### XIIa **Returns Policy - Mounting products.**

Returns authorization must be requested within 30 days of the original shipment date. An RMA number may be obtained from our customer service department. The number must be clearly marked on the returning carton(s), shipped prepaid and packaged to assure its safe return. **Shipments received without an RMA will be refused.**

Returns are inspected by our quality department and will incur a **restocking fee of 25%**. Damaged goods, however, will be subject to repair or replacement charges, which will further affect the total credit amount.

Questions? Contact us at [custserv@adapttechgroup.com](mailto:custserv@adapttechgroup.com)