



Optics Leading the Light

Wavelength Technology Singapore Pte.Ltd.



## TERMS AND CONDITIONS OF SALE

### 1. ACCEPTANCE OF TERMS.

Wavelength Technology accepts orders by mail, phone, fax or e-mail. All orders are subject to acceptance by Wavelength Technology. Orders must include a Purchase Order Number and specify the Wavelength Technology catalog numbers or full details of any special requirements. Orders placed by phone must be confirmed by submission of a hard copy Purchase Order. Submission of a Purchase Order shall constitute acceptance of Wavelength Technology Terms and Conditions of Sale, set forth herein and in any Quotation provided by Wavelength Technology.

**THESE TERMS AND CONDITIONS OF SALE SHALL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF AGREEMENT BETWEEN BUYER AND WAVELENGTH TECHNOLOGY.**

### 2. PRODUCT SPECIFICATIONS.

The specifications provided in Wavelength Technology catalog, literature, or in any written quotations are intended to be accurate. However, Wavelength Technology reserves the right to change specifications and makes no claim about the suitability of its products for any particular intended purpose.

### 3. PRODUCT CHANGES AND SUBSTITUTIONS.

Wavelength Technology reserves the right to (a) make changes in Products without notice and obligation to incorporate those changes in any Products previously delivered to Buyer and (b) ship to Buyer the most current Product regardless of catalog description, if applicable.

### 4. BUYER CHANGES TO ORDERS OR SPECIFICATIONS.

Any changes to any order for custom or option configured Products, or any order or series of similar orders for standard Products including but not limited to any changes to the specifications for the Products, must be approved in advance in writing by Wavelength Technology. Wavelength Technology must receive Buyer's change request at least thirty (30) days prior to the scheduled shipment date.

In the event of changes to any order or the specifications for the Products, Wavelength Technology reserves the right to adjust the prices and delivery dates for the Products. In addition, Buyer shall be responsible for all costs associated with such change including, but not limited to, the burdened costs of all raw materials, work in progress and finished goods inventory on-hand or ordered which are impacted by such change.

### 5. CANCELLATION.

Any order for custom or option configured Products, or any order or series of similar orders for standard Products may be cancelled only upon Wavelength Technology's prior written approval, which approval may

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be granted or withheld in Wavelength Technology's sole discretion.

Any order cancellation, Buyer shall be responsible for all COSTS associated with such cancellation including, but not limited to, the burdened costs of all raw materials, work in progress and finished goods inventory on-hand or ordered which are impacted by such cancellation. Wavelength Technology will use commercially reasonable efforts to reduce such cancellation costs. In no event shall the Buyer be liable for more than the contract price of the cancelled Products.

### 6. PRICING.

Catalog prices are subject to change without notice. Custom prices are subject to change with five days' notice. Failure to object to the price change on a custom order after notice shall be deemed to be acceptance of the price change. Prices are FOB Singapore and do not include freight, duty and insurance fees. Prices quoted are exclusive of, and buyer agrees to pay, any federal, state or local excise, sales, use, personal property or any other tax. Prices quoted are valid for 30 days, unless quoted otherwise.

### 7. DELIVERY.

Wavelength Technology assures proper packaging and will ship to customers by any method selected by Wavelength Technology, unless otherwise specified in Buyer's Purchase Order. After acceptance of an order, Wavelength Technology will provide an estimated delivery date and will use its best efforts to meet the estimated delivery date. Wavelength Technology is not responsible for any consequential damage caused by late delivery. Wavelength Technology will notify Buyer of any anticipated delay in delivery. Wavelength Technology reserves the right to ship ahead or reschedule, unless the Buyer specifies otherwise.

### 8. TERMS OF PAYMENT.

Singapore: Except as otherwise specified, all payments are due and payable within 30 days from the invoice date. Wavelength Technology will accept payment by C.O.D, Check, or an account established with Wavelength Technology.

International Orders: Orders for delivery to Buyers outside the Singapore must be fully prepaid in US dollars, by wire transfer or by irrevocable letter of credit issued by bank. Payments must include all associated costs. Letter of credit must be valid for 90 days.

### 9. WARRANTIES.

Stock Products: Wavelength Technology stock optical products are warranted to meet or exceed the stated specifications, and to be free from defects in material or workmanship. This warranty shall be valid for 90 days from invoice date and is subject to the Return Policy set forth in these Terms and Conditions.

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Custom Products: Specially manufactured or custom products are warranted to be free from manufacturing defects and meet your written specifications only. This warranty is valid for 90 days from invoice date and is subject to the Return Policy set forth in these Terms and Conditions.

#### **10. RETURN POLICY.**

If Buyer believes that a product is defective or did not meet Wavelength Technology stated specifications, Buyer may return the product within 30 days from invoice Date and should be returned within 90 days. Prior to return of the product, Buyer must obtain a RETURN AUTHORIZATION MATERIAL NUMBER (RMA). No product will be processed without an RMA. Buyer should then pack the product carefully and return it to Wavelength Technology, freight prepaid, together with an explanatory note and the RMA. The returned product must be in the original package and free of any defect or damage caused by shipping. If Wavelength Technology finds that the product does not meet the specifications set forth in paragraph 7 for stock products; Wavelength Technology shall, at its sole option, either refund the purchase price, repair the defect, or replace the product.

Upon Buyer's default, merchandise will not be accepted without authorization; Acceptable returned goods will be subjected to restocking charge; Special ordered, obsolete or custom fabricated items are not returnable.

#### **11. INTELLECTUAL PROPRIETARY RIGHTS.**

Any Intellectual Property Rights on a worldwide basis, including, without limitation, patentable inventions (whether or not applied for), patents, patent rights, copyrights, work of authorship, moral rights, trademarks, service marks, trade names, trade dress trade secrets and all applications and registrations of all of the foregoing resulting from the performance of these Terms of Sale that is conceived, developed, discovered or reduced to practice by Wavelength Technology, shall be the exclusive property of Wavelength Technology. Specifically, Wavelength Technology shall exclusively own all rights, title and interest in and to the Products and any and all inventions, works of authorship, layouts, know-how, ideas or information discovered, developed, made, conceived or reduced to practice, by Wavelength Technology, in the course of the performance of these Terms of Sale.

#### **12. GOVERNING LAW.**

This agreement shall be governed by and construed in accordance with the laws of the Singapore.

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