



T H E G U L F F I B E R O P T I C S G R O U P

Terms and Conditions

1. Conditions

Within these conditions are the following representations:

'Company' – Gulf Photonics, Inc. The company is registered in Florida with its registered office situated at 640 Brooker Creek Blvd. Suite 460, Oldsmar, FL 34677 USA.

'Conditions' -- The standard terms and conditions of the Company set out in this document and any other terms and conditions agreed in writing by Customer and the Company.

'Contract' -- The contract for the sale and purchase of Goods with Customer.

'Goods' -- Product which the Company is to supply in accordance with these Conditions.

Except as otherwise agreed in writing, no other terms and conditions shall apply to any quotation, order or Contract between us. Any variation to these Conditions must be in writing and signed by a person duly authorized by the parties.

The Company's agents are not authorized to make any representations concerning the Goods unless confirmed by the Company in writing.

In entering into the Contract, Customer acknowledges that Customer does not rely upon any such representations which are not so confirmed.

2. Orders

Each order for Goods by Customer shall be treated as an offer to buy subject to the Conditions.

The Company is under no obligation to accept any particular order or any orders at all.

3. Warranty of Goods

The Company shall not be liable for a breach of warranty in relation to the Goods unless Customer notifies the Company in writing of any defect within three (3) days of:

- the date of delivery in respect of any defect which would be apparent to Customer on reasonable inspection; or

the Company shall not be liable for a breach of the warranty if:

- any defect arises from improper maintenance, installation or modification, fair wear and tear, willful damage, negligence, misuse, alteration or repair of the Goods or failure to follow the Company's instructions;
- the Price has not been paid by the Due Date for payment; or
- the Goods are not made available for inspection or returned to the Company at the Company's request.

The Company's liability shall be limited to:

- the replacement of the same Goods; or
- at the Company's option, refund of the Price in form of a Credit Memo.

The Company shall have no further liability to Customer. If the Company complies with this Condition, it shall have no further liability to Customer for breach of the warranty in respect of the quality of the Goods.

4. Terms of Warranty for New Products

The Company warrants that (subject to other provisions of these Conditions): -

- the goods will correspond with any specification at the time of delivery and will for a period of one (1) year from the date of delivery be of satisfactory quality and free from defects in material and workmanship. Please contact us or visit www.gulffiberoptics.com for up-to-date warranty information.

The Company shall not be liable for a breach of warranty in relation to the Goods unless Customer notifies the Company in writing of any defect within three (3) days of:

- the date of delivery in respect of any defect which would be apparent to Customer on reasonable inspection; or
- the date when Customer knew or ought reasonably to have known of the defect, where the defect would not be apparent to Customer on reasonable inspection.

Goods claimed to be defective must be notified to the Company in writing, by facsimile or by other electronic means of communication and at the Company's option made available for inspection by or returned at Customer cost with details of the alleged defect to the Company immediately.

The Company shall not be liable for a breach of the warranty if:

- any defect arises from improper maintenance, installation or modification, fair wear and tear, willful damage, negligence, misuse, alteration or repair of the Goods or failure to follow the Company's instructions;
- the Price has not been paid by the Due Date for payment; or
- the Goods are not made available for inspection or returned to the Company at the Company's request.

The Company's liability shall be limited to:

- the replacement of the Goods; or
- at the Company's option, refund of the Price in form of a Credit Memo

The Company shall have no further liability to Customer. If the Company complies with this Condition, it shall have no further liability to Customer for breach of the warranty in respect of the quality of the Goods.

All warranty conditions are stated in the product/services information provided, unless the manufacturer has provided none.

5. Pricing

The price of the Goods ("Price") shall be set out in in formal quotation, or where different, the Company's stated price at the date of acceptance of Customer order shall apply.

All prices are exclusive of delivery charges and any other duty, tax tariff or charge.

All prices quoted exclude custom and duty taxes of the customer's country. Customer is responsible for delivery charges, duty, tax, tariff, or charge.

6. Payments

New & International Customers: Payment is required to be prepaid at the time Customer order is accepted by the Company. Payment is required in U.S. Dollars (USD). If payment is made by debit or credit card, the Company will send Customer a receipted invoice on delivery of the Goods and/or Services. If Customer debit or credit card fails for any reason, Customer must make immediate payment by an alternative method acceptable to the Company before the Goods are dispatched or the Services delivered. For orders under \$500.00 USD, Customer is responsible for any bank charges incurred for processing wire transfers and/or international checks. Company will include bank charges on your invoice: If wire transfer (\$50.00 USD), if International check (\$10.00 USD). Any other fees incurred by other banks are the responsibility of Customer.

Net Terms: A Customer who establishes good payment history may be granted credit terms. Net Terms are based upon the date of invoice (Due Date). Net Terms means payment must be received within day 1 through day X, where X is the maximum agreed upon term. For example, if Net 30 Terms, payment must be received within day 1 through day 30 after the Invoice Date. Payments received after Net Terms are subject to additional fees. If payment is made by credit or debit card after utilizing Net Terms, a 3% service fee will be added. If Customer fails to make full payment by the maximum agreed upon term, the account is considered past due. Then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- Place Customer on credit hold*
- Cancel any other contract the Company may have made with Customer*
- Suspend any further shipments to Customer*
- Apply interest to the outstanding amount at a rate of 18% per annum accruing daily from the date payment fell due down to the date of actual payment (both dates inclusive). All costs and expenses incurred by the Company to recover any unpaid sums will also be due from Customer*

Company reserves the right to change its terms of payment at any time without prior notice.

Company Specific Terms:

Specific Terms set forth by Company to Customer are as follows:

7. Payment Options

The Company only accepts VISA, MASTERCARD, American Express, corporate check payments, bank wire and, in certain instances, PayPal.

8. Delivery

The Goods Customer orders will be delivered to the address Customer provides when Customer places Customer order. Delivery shall take place and risk of damage or loss to the Goods shall pass to Customer at the time of delivery or if Customer wrongfully fails to take delivery of the Goods at the time when the Company tenders delivery of the Goods. The Company has no responsibility for insuring the Goods after delivery.

Every effort will be made to deliver the Goods as soon as possible after Customer order has been placed. However, the Company will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any reasonable or unavoidable delay in the delivery of the Goods.

If Customer fails to take delivery of the Goods, without prejudice to any other right or remedy the Company has, the Company may store the Goods and charge Customer all reasonable costs incurred in so doing including the full cost of related insurance.

Any delivery which does not contain the correct quantity of Goods ordered or which is incorrectly delivered must be notified to the Company in writing within three (3) working days of the date of delivery. The Company will rectify the order as soon as possible.

9. Feedback

The Company welcomes Customer feedback. Should Customer feel dissatisfied with any of the Company's Goods/or Services, please contact the Company at Tel: +1 813.448.5220, Fax: +1 813.448.5220 or email the Company at:

Email: sales@gulfphotonics.com

By placing an order with Gulf Photonics, Inc., customer agrees to Company's Terms & Conditions.