

Pacific Cabling Solutions accepts and will fill your order only upon the terms and conditions appearing below. If the terms and conditions are not acceptable to you, please notify us immediately, via fax or email. Your acceptance of our shipment will be deemed to be acceptable of these terms and conditions.

Orders submitted on your own purchase order form which contain statements, clauses or conditions modifying, adding to, repugnant to or inconsistent with the terms or conditions herein are accepted by us only upon conditions and with the express understanding that, notwithstanding and such statements, clauses, or conditions contained in any order form of yours, our liability will be determined solely by the terms and conditions set out herein, and in accepting and consummating any such order we will be deemed not to have in any way changed, enlarged or modified our liabilities or obligations as fixed by such terms and conditions or sale as stated by us herein.

1. Pricing

- Prices are based at time of shipment.

2. Prior Sale

- Materials in stock are subject to prior sale or shipment

Credit & Payment Terms

- Credit terms are subject to our approval. If credit has not been arranged, payments must accompany the order. If credit relations are desired and have not been previously established, shipping delays may be avoided if references and latest financial statements are furnished. Unless stated otherwise our terms of sales are net 30 days from the date of the invoice. All overdue accounts are subject to interest of 2% per month. Custom products and Commercial Displays will not qualify for standard payment terms and will require payment at the time of order.

3. Shipping Details

- If goods are shipped FOB destination, we reserve the right to ship via a carrier of our choice. Where prepaid freight is included in the price, no allowance will be made for customer pick up at our warehouse. When freight is deemed to be prepaid and meets our prepaid shipping value, standard ground freight applies. All other charges such as Residential Delivery, Power Tailgate, Furtherance, Wait or any other charges will be your responsibility. The unloading of materials at the point of destination shall be the sole responsibility of the buyer. Unless firm delivery is quoted, orders are subject to delivery estimates.

4. Returned Goods

- Permission must be obtained prior to returning merchandise at which time we will provide an RMA Returned Material Authorization. This RMA is not a guarantee of a credit, but will provide a tracking number while the product is in the review process. Merchandise returned without permission may not be received or will be held at the purchasers risk and is liable to non-acceptance. Authorized returned goods beyond 30 days of the invoice date are subject to a minimum of 15% restocking charge. Any item beyond 90 days from the date of invoice will not be authorized for return or credit. Special orders are non-returnable, including Wire & Cable cut to specific lengths.

5. Reel Charges

- Reel charges for returnable reels will be reimbursed upon freight prepaid return of undamaged reels to your local PCS warehouse within 12 months.

6. Damaged Goods

- If there is any evidence of damage to reels, packages or contents, do not receipt to the carrier "in good condition" but note damage on the delivery receipt. In case of damage, no claims will be allowed after 48 hour of receipt of goods.

7. Warranty

- There are no warranties or conditions (including statutory conditions as to correspondence with description, merchantability or fitness for purpose), either expressed or implied with respect to the goods. Buyer shall be limited to the warranties of any of the respective manufacturers. Our sole liability for defects is to refund at the buyers cost upon return of same, after review and approval of the manufacturer or manufacturers representative.

8. Force Majeure

- We shall not be responsible or liable, either directly or indirectly, for any loss or damages due to delay in delivery cause by war, hostilities, invasion, insurrection, riot, the order of any civil or military government or by fire, strikes, lockouts, labour disputes, lack of transportation facilities, shortages of raw materials, or by any cause whether or not of a similar nature, which is unavoidable or beyond the reasonable control of the Company.

9. Taxes

- Exemption from taxes or taxes charged are subject to reassessment by taxing authorities and exemptions made, or taxes charged to you, are without prejudice to our right to recover from you at any subsequent date, taxes improperly exempted or assessed.

10. General

- Clerical errors are subject to corrections