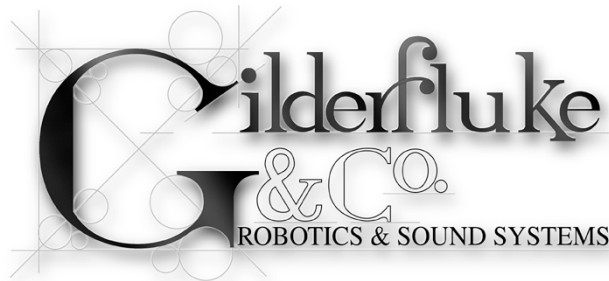


205 South Flower Street
Burbank, CA 91502
USA
T 818.840.9484
F 818.840.9485
sales: lisaf@gilderfluke.com
www.gilderfluke.com



7041 Grand National Drive
Suite 128d
Orlando, FL 32819
USA
T 407.354.5954
F 407.354.5955
sales: toni@gilderfluke.com
www.gilderfluke.com

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BINDING TERMS AND CONDITIONS OF SALE

The following are the terms and conditions ("Terms and Conditions") for the sale of products ("Products") by Gilderfluke & Co., Inc. ("Gilderfluke & Co.") to Gilderfluke & Co.'s customers ("Customers").

1. HOW TO ORDER

By Telephone:

Dial toll free 800.776.5972

On the West Coast dial 818.840.9484 and ask for Lisa Franzke.

On the East Coast dial 407.354.5954 and ask for Toni Brown.

Our friendly sales representatives are available to serve you Monday through Friday till 6:00 pm (PST). For most efficient service, please have ready a list of quantities and part numbers and, if paying by credit card, have your MasterCard, VISA, American Express, Discover or Diner's Club ready. If paying via purchase order and you have established terms, please have your purchase order number at hand and be ready to fax a hard copy to 818.840.9485 once your order has been placed.

By Fax:

Send your purchase order to 818.840.9485, attention Donna Allen.

By Email:

Send your purchase order to Lisa Franzke at lisaf@gilderfluke.com or to complete your order with Toni Brown, send it to toni@gilderfluke.com. If you desire a quote or have a sales inquiry (go back to Contact, then click on to Sales Department).

2. ACCEPTANCE AND CANCELLATION OF ORDERS

All orders are subject to acceptance by Gilderfluke & Co. in writing by a duly authorized agent of Gilderfluke & Co.; any written acknowledgement of receipt of an order shall not, in and of itself, constitute such acceptance. Except for "Non-Cancelable/Non-Returnable" (NC/NR) products, Customers may cancel or re-schedule accepted orders upon the written consent of Gilderfluke & Co., provided that order has not been submitted to the shipment carrier. After an order has been submitted by Gilderfluke & Co. to the shipment carrier, that order may not be canceled or rescheduled.

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2.1 PROCESSING OF ORDERS

All of our on shelf items are pulled and tested once your order has been processed. Due to our stringent Quality Control, we guarantee that products (if they are in stock) will ship within 2 - 3 days from the time the order has been received. Some items take a longer period of time to test, others shorter. We DO NOT guarantee or promise filling and shipping orders received on the same day the order has been placed.

3. PRICES

Orders are billed at the prices (in US dollars) in effect at the time of shipment. Prices will be as specified by Gilderfluke & Co. and will be applicable for the period specified in Gilderfluke & Co.'s quote. If no period is specified, quoted prices will be applicable for thirty (30) days. The catalog reflects the latest pricing information available at the time of printing. Prices shown in the catalog are subject to change without notice. Prices are subject to increase in the event of an increase in Gilderfluke & Co.'s costs or other circumstances beyond Gilderfluke & Co.'s reasonable control. If Customer does not purchase the quantity upon which quantity prices are based, Customer will pay the non-discounted price for the quantity actually purchased and/or a cancellation or restocking fee. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, document fees and import duties.

4. TERMS OF PAYMENT

All payments must be in US Dollars.

For Domestic Customers

- **Purchase Orders.** We accept purchase orders from customers with approved accounts. In order to set up an account, click onto Contact Us, then Accounting, then Net 30 Credit Application. It usually takes 15 business days to verify credit information, so please allow ample time for us to process your credit information when you place your order. We do not extend net 30 terms to first time customers.
- **Credit Cards.** We accept MasterCard, VISA, American Express, and Discover. There is no minimum order value and no additional charge for using a credit card to make your purchases. Please be sure to provide the same billing address and telephone number which your credit card provider has on file. Incorrect information may cause a delay in processing your order. Your credit card will be billed the same day your order has shipped.

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4. TERMS OF PAYMENT For Domestic Customers (Continued)

- **C.O.D.** Although we do accept COD payment for orders, please note that there is a small surcharge (depending on the carrier) for COD shipments. COD shipments are not available for shipments outside the U.S.

For Canadian Customers

- **Credit Cards.** We accept MasterCard, VISA, American Express, and Discover. There is no minimum order value and no additional charge for using a credit card to make your purchases. Please be sure to provide the same billing address and telephone number which your credit card provider has on file. Incorrect information may cause a delay in processing your order. Your credit card will be billed the same day your order has shipped.

- **Wire Transfer.** We accept bank wire transfers. There is an additional \$30.00 bank charge on all wire transfer transactions. Offsetting or deducting this amount from the invoice will create a delay in the process and shipping of your order. In order to pay via bank wire transfer, click onto Contact Us, then Accounting, then Bank Wire Transfer. Our accounting staff will email you all the necessary information you need in order to conduct your transaction. Please have your invoice number available while filling out the email request. We do not accept cashier's check in US funds, personal checks, certified personal checks or money orders for International Orders.

For International Customers

In addition to the United States and its territories, Gilderfluke & Co. accepts international orders. All orders of international origin are exported from the US in accordance with the Export Administration Regulations. Diversion contrary to US Law is prohibited. All duties and taxes will be the responsibility of the customer.

- **Credit Cards.** We accept MasterCard, VISA, American Express, and Discover. There is no minimum order value and no additional charge for using a credit card to make your purchases. Please be sure to provide the same billing address and telephone number which your credit card provider has on file. Incorrect information may cause a delay in processing your order. Your credit card will be billed the same day your order has shipped.

- **Wire Transfer.** We accept bank wire transfers. There is an additional \$30.00 processing fee for all order paid via bank wire. Offsetting or deducting this amount from the invoice will create a delay in the process and shipping of your order. In order to pay via bank wire transfer, click onto Contact Us, then Accounting, then Bank Wire Transfer. Our accounting staff will email you all the necessary information you need in order to conduct your transaction. Please have your invoice number available while filling out the email request. We do not accept cashier's check in US funds, personal checks, certified personal checks or money orders for International Orders.

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4.1 TERMS OF PAYMENT

For All Orders

Customer agrees to pay the entire net amount of each invoice from Gilderfluke & Co. pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Gilderfluke & Co., which may in its sole discretion at any time change the terms of Customer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Customer's order before shipment of any or all of the Products. If Gilderfluke & Co. reasonably believes that the Customer's ability to make payments may be impaired or if Customer fails to pay any invoice when due, Gilderfluke & Co. may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Customer will remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Customer. Customer agrees to submit such financial information as Gilderfluke & Co. may reasonably require for determination of credit terms and/or continuation of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Customer may be applied by Gilderfluke & Co. against any obligation owing by Customer to Gilderfluke & Co. under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Customer's liability for any additional amounts owing by Customer to Gilderfluke & Co. The acceptance by Gilderfluke & Co. of such check will not constitute a waiver of Gilderfluke & Co.'s right to pursue the collection of any remaining balance. Invoices not paid when due will bear interest to date of payment at the monthly rate of one and a half percent (1.5%) and/or the annual rate of eighteen (18%) percent. If Customer fails to make payment when due, Gilderfluke & Co. will pursue any legal or equitable remedies, in which event Gilderfluke & Co. will be entitled to reimbursement for costs of collection and ALL attorneys' fees.

5. DISHONORED CHECK POLICY

If a check you give us for payment is dishonored for any reason by the bank or other institution on which it is drawn, you agree to pay us \$40.00 as a service charge pursuant to California Statutes. In addition, you agree to pay any other reasonable charges imposed by any check verification company or collection agency that we may use for collection.

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6. SALES TAX

When required by law Gilderfluke & Co. will collect Federal, State and/or Local sale, use, excise and other taxes which apply to a Customer's shipment. These taxes are in addition to the purchase price of the Products subject to an order. Customer will remit the correct tax unless they are tax exempt and Gilderfluke & Co has a valid signed tax exemption certificate on file. Gilderfluke & Co. is obligated to charge sales tax for delivery within the state of California and Florida.

7. DELIVERY AND TITLE

All shipments by Gilderfluke & Co. are F.O.B. point of shipment from Gilderfluke & Co.'s main office and the amount of all transportation charges will be paid to Gilderfluke & Co. by the Customer in addition to the purchase price of the Products. Subject to Gilderfluke & Co.'s right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. Gilderfluke & Co. will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery date(s). Customer acknowledges that delivery dates provided by Gilderfluke & Co. are estimates only and that Gilderfluke & Co. will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by Gilderfluke & Co. unless specifically designated by the Customer in the form of an email or fax. Gilderfluke & Co. reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity which varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.

8. SHIPMENT CARRIER

ALL **Domestic** shipments are sent via UPS (except overnight delivery). Customers can choose between 2nd day, 3rd day or Ground shipments. ALL **Overnight** shipments are shipped via FedEx (unless the Customer specifically states otherwise).

ALL **International** shipments are shipped via DHL (unless the Customer specifically states otherwise).

The freight and handling charges are automatically calculated and are added to the invoice. If the Customer prefers another carrier, the Customer must provide their account number, how they want their package to ship, and the name of the alternative carrier. This must be done in writing via fax or email.

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8.1. INSURANCE

FOB is Burbank, CA, USA. Once the order leaves our shipping dock, the customer is responsible for payment of the invoice. Gilderfluke & Co. has chosen to automatically insure each package to protect your package(s) in case of loss. The additional cost for the insurance is based upon the standard insurance rates from the carriers and is included in the shipping costs.

8.2. SHIPPING CHARGES

We calculate the shipping and handling charges based on our actual preferred carrier shipping charges, plus a handling fee based upon the number of items being shipped.

9. GILDERFLUKE & CO.'S LIMITED WARRANTY

All equipment manufactured by Gilderfluke & Co. is warranted against internal failure for a period of one year from the invoice date. Gilderfluke & Co. makes no other warranty, express nor implied, with respect to the Products. Further, no warranty will apply if the Product has been subject to misuse or tampering. Customer must notify Gilderfluke & Co. within 5 days of shipment of any defective product. Gilderfluke & Co.'s liability arising out of any sale of products to Customer is expressly limited to either (1) Refund of the purchase price paid by Customer for such products (without interest), or (2) Repair and/or replacement of such products, at Gilderfluke & Co.'s election, and such remedies shall be exclusive and in lieu of all others.

10. FREIGHT DAMAGE

If you receive merchandise that has been damaged in transit, it is important to keep the shipping carton, packing material and parts intact. Please contact a Gilderfluke & Co. Customer Service representative immediately to initiate a claim (818.840.9484). DO NOT send the package back without first speaking to a Gilderfluke & Co. representative. If you do, you will have forfeited your ability to receive reimbursement for your package. (See [Customer Service Department](#)).

11. RETURN POLICY

To facilitate processing of returned merchandise that you HAVE NOT used:

- Please contact a Customer Service representative in our main office to obtain a RMA (Returned Merchandise Authorization) number prior to returning product. You may contact us via telephone at: 818.840.9484 or via email at: donna@gilderfluke.com.
- All returns should be made within 30 days of date of invoice and be accompanied by the original invoice number and an explanation of the reason for the return.

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11.1 Return Item(s) for Repair. Please click [here](#). You will be directed to the Request for a RMA page.

12. ENVIRONMENTAL PACKAGING

Based on our commitment to the environment and you, our valued customer, we use corn starch packaging peanuts, a 100% recyclable packaging product. Both the box and peanuts can be put in your bin for recycling.

13. PRIVACY POLICY

We do not sell or divulge customer information of any kind to any third party for advertising or any other use.