

General Business Information

Ordering Information

Payment Terms

Terms are Due Upon Receipt unless otherwise previously arranged, the appropriate payment term documents are current, on file and the account is in good standing with **KACO**. Contact Accounts Receivable for credit application.

Special Orders

All special orders, including shipping and handling fees must be prepaid and are not refundable.

Returns

No returns on special orders, software, used, damaged items or shipping and handling fees. 14 day money back on undamaged new hardware with a 20% restocking charge. Return Materials Authorization required on all returns.

Manufacturing Location

KACO Consulting, Inc., 311 South 7th Street, Delavan, WI 53115, USA

Technical Support

Service Calls

Service calls within the county of operation are charged a 30 minute (times the current hourly service rate) fee. Outside the county of operation the service charge will be 30 minutes (times the current hourly service rate) plus actual travel time in 15 minute increments.

Limits of Liability

Limits of liability

KACO or any of its subsidiaries, shall not be liable under any circumstance for any special, incidental, or exemplary damages arising out of or in any way connected with this agreement, or the product(s), including but not limited to, damages for loss of profits, loss of use, lost data or any damages or sums paid by Buyer to third parties, even though **KACO** has been advised of the possibilities of such damages.

General

These terms and conditions constitute the final, complete and exclusive agreement of all parties. This agreement shall be deemed made in and shall be governed by the laws of the State of Wisconsin, USA.

Discounts

Discounts, if any, are applied by prior written agreement only and said discount may be taken only when full payment has been received within the payment terms stated on the order invoice. Discounts apply only to single orders with single address shipments.

Order & Payment Address

KACO Consulting, Inc., 311 South 7th Street, Delavan, WI 53115, USA.

Delivery & Warranties

Delivery

F.O.B. - Delavan, WI 53115, USA

Warranty

KACO warrants its products against defects in material and workmanship for a period of one year from the date of manufacture. **KACO** disclaims all other representations and warranties, expressed or implied, as to the products sold, including but not limited to any implied warranty of merchantability or fitness. **KACO** is not liable for any damage, loss, or expense for breach of warranty.

Customer's Own Material

KACO may accept customer's own material for inclusion within a **KACO** product. Such acceptance and use of materials voids any and all implied or expressed **KACO** warranties.

Typical Production Lead Times

Standard Products - 7 to 10 working days

Special Order - As quoted at time of order

Delivery

Title passes to Buyer when all outstanding balances with **KACO** are paid in full. All risks of loss or damage to the product passes to Buyer upon delivery by **KACO** to the Carrier or to Buyer's representative.

This agreement is irrevocable and may not be modified, rescinded, or altered in any way, except in writing and signed by both the Buyer and the Seller. In the event that the Seller is required to enter into legal proceedings against the Buyer as a result of any defaults, breach or non-performance under this agreement, the Buyer agrees to pay the Seller all reasonable attorney and/or other collection fees and costs incurred from such action.

The parties of this agreement intend to be bound by its terms whether transmitted/received Electronically, by US Mail, or Facsimile.