

PRICES

Prices shown are for U.S. domestic shipments. List Price Definition: "List Price" is defined as RightHand Engineering's (RHE's) suggested price for direct sales of designated products to domestic end-users. List Price is inclusive of the hardware and/or software being offered, warranty, and reasonable levels of pre- and post-sales technical support. List Price is exclusive of shipping, duties, customs fees, and value-added reseller activities such as requirements definition, system design, programming, installation, training, system integration, testing, and preventative/corrective maintenance.

ORDERING

RHE will accept orders by internet or mail. Applications assistance and information are available by telephone and email.

SHIPMENTS

Shipping is F.O.B. Woodinville WA, U.S.A. Shipments are paid by the customer. For products shipped in the contiguous United States, shipping is USPS First Class, USPS Priority Mail or FedEx (at RHE's discretion) unless otherwise specified; FedEx shipments require a street address, not a Post Office Box number.

PAYMENT

Initial orders received prior to credit approval may be accompanied by personal or company check or certified check. Orders paid by non-certified check will not be processed until the check clears. Domestic credit card payment may be made at RHE's web site through Pay Pal. International orders will be accepted when accompanied by a bank draft; charges for freight, certificates of origin, insurance, customs, etc., will be paid by the customer. Partial shipments will be invoiced. Interest will be charged at the rate allowed by law to all accounts past 30 days. Accounts past 60 days will revert to a pre-pay basis. All past due amounts, including collections charges, interest, etc., must be paid before an account returns to an open basis.

WARRANTY

RHE warrants that all equipment manufactured by or sold under RHE label is free from defects in material and workmanship at the time of shipment. For your convenience, RHE may purchase and supply items manufactured by others. This will be disclosed to you. In these cases the manufacturer's warranties may apply. Consult with RHE for specific details. RHE's warranty extends one year from the date of shipment and covers parts and factory labor. Buyer must provide written notice to RHE within the warranty period of any defect. If the defect is not the result of improper use, service, maintenance or installation, and if the equipment has not been otherwise damaged or modified after shipment, RHE shall either replace or repair the defective parts or replace the equipment or refund the purchase price at RHE's option, after return of such equipment by the buyer to RHE. Shipment shall be paid for by the buyer. No credit shall be allowed for work performed by the buyer. Equipment found to be not defective shall be returned at buyer's expense and testing and handling expense shall be borne by the buyer. Out-of-warranty repairs will be invoiced at the current RHE hourly rate plus the cost of needed components.

LIMITATIONS OF LIABILITY

RHE shall not under any circumstances be liable to Buyer for any consequential or indirect loss or damage to Buyer or any third party arising out of or connected with Buyer's purchase and use of RHE's products or services. The foregoing warranties are the sole and exclusive remedy of the Buyer and are in lieu of any and all other warranties expressed or implied as to merchantability, fitness for purpose sold, description or quality. These liability limitations will be governed by and construed in accordance with the laws of the State of Washington. If any of these provisions are held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. The prevailing party in any action or proceeding brought in connection with a breach of these provisions will be entitled to reimbursement by the other party for costs and reasonable attorney's fees. Further, RHE reserves the right to revise products or specifications and to make changes to them from time to time without obligation to notify any person or organization of such revisions or changes.

CLAIMS AND RETURNS

Title to the equipment delivered passes to the buyer upon delivery by RHE to the carrier, at which time risk of loss or damage passes to the buyer. Freight damages should be filed with the carrier within seven days of receipt of equipment. If buyer fails to notify RHE within ten days after receipt of equipment of any defect, shortage, or other failure to conform to the purchase order, the equipment shall be considered accepted by the buyer as delivered. Returns for any reasons other than repair must be previously authorized by RHE and are subject to restocking charge. No refunds or exchanges are authorized after thirty days from shipment. Before returning equipment for repair, customers should notify RHE. If they do not, returns for repair should be accompanied by a letter stating the nature of the problem, the serial and model numbers, and the customer's name and telephone number.