

TERMS AND CONDITIONS OF SALE

ORDERS

- 1) All credit card orders placed at our website will be reviewed prior to shipment. No orders are accepted by us until the accuracy of your credit card information is verified. Your receipt by e-mail of the automatically generated Order Confirmation Notice does not indicate our acceptance of the order, and we reserve the right to refuse any order if we need to require further information or clarification from the customer.
- 2) Online orders placed after 12:00 noon Eastern Time will be processed for shipment on the next business day (this includes all next day deliveries).
- 3) Most orders are processed and shipped within 24 hours. If an item is on backorder, we will call you or send you an e-mail to let you know of the delay.
- 4) After an order has been placed and an invoice has been issued, customer may only cancel the order by providing written notice of cancellation prior to the time of shipment. In the event of cancellation, customer shall remain responsible for handling/packaging costs and any cancellation charges charged by our vendors.

PAYMENT TERMS

- 1) For Orders placed at our Website, payment in full by Credit Card is due at the time of shipment. All Credit Card transactions at our website are protected with SSL (Secure Sockets Layer) encryption to ensure that your credit card information cannot be seen by a third party.
- 2) For Orders by Phone or Fax, you can pay with a Credit Card, or you can pay using a Purchase Order with an Established Account. We accept Checks (personal or business), and Money Orders. We reserve the right to charge your Credit Card if the invoice is not paid as per **Penn State Consultants, Inc. Terms:**

NET 30 DAYS, 1% 10 DAYS (full payment is required within 30 days from the invoice date, 1% discount from the invoice amount if it's paid within 10 days of the invoice date)

All money received shall be applied against the oldest balance unless otherwise instructed in writing at the time of payment. All past due accounts shall automatically draw service charges not in excess of those permitted by law. Any account past due may be turned over for appropriate action to a Collection Agency, and the customer is responsible for reasonable attorneys fees, collection agency fees and expenses incurred in connection therewith. Accounts 30 days past due are placed on credit hold. Accounts 45 days past due are placed on C.O.D.

SHIPPING AND DELIVERY

- 1) We ship Worldwide. For Domestic Customers, all packages are shipped using UPS, and costs are calculated based on Weight and your "ship to" Zip Code. We offer Free Shipping on orders over \$500. International Customers, please give us a call or write us at sales@surveyorsmart.com
- 2) For Online Orders, when your package ships you will receive an e-mail with your Order Shipping Notice and your UPS Tracking Number. You can track your UPS shipment online at www.ups.com.
- 3) For orders placed by Phone or Fax, we can provide you with the UPS Tracking Number, or we can help you track your package by contacting UPS.
- 4) For customers located within 50 miles of our Delaware warehouse, we can deliver via one of our delivery trucks. We may charge additional delivery charges for distances beyond 50 miles of our Delaware facility.
- 5) Pick Up is available during the hours of operation of our Store and Warehouse. Please place orders 48 hours in advance of the desired pick-up date.
- 6) Damaged Shipments: Penn State Consultants, Inc. is not responsible for damaged or lost merchandise after it is picked up by the carrier. Before accepting any shipment from a carrier and signing the delivery receipt, buyer should inspect the shipment for external and internal damage, and report any damage to the carrier's agent. Follow the carrier's instructions. Then, report any damage to Penn State Consultants, Inc. If unacceptable damage is evident, you must immediately call Penn State Consultants, Inc. to gain authorization to refuse the package and have it returned to us (do not return damaged merchandise without authorization from Penn State Consultants, Inc). We will then pursue all claims, and send you a replacement as soon as we get the package back. If the delivery receipt is signed without noting the damage, we cannot be responsible for collection of claims or replacement of merchandise. In order to be eligible for credit, hidden damage (not detectable at the time of delivery) must be reported to Penn State Consultants, Inc. within 24 hours of receipt of merchandise.

TAXES

All taxes of any nature in connection with a sale are the responsibility of the Buyer.

WARRANTY

All equipment sold by Penn State Consultants, Inc./Surveyors Mart carries the original Manufacturer Limited Warranty (these terms will be made available upon request). Penn State Consultants, Inc. does not warrant any equipment, and the buyer's sole recourse is with the original manufacturer. In the unlikely event any equipment proves to be defective, Penn State Consultants, Inc. will make a reasonable effort to assist the customer in receiving full satisfaction from the product original manufacturer under the terms of the Manufacturer Warranty. Under most Manufacturers Warranties, buyer's rights will be limited to repair or replacement part(s). Buyer's Manufacturer Warranty rights will be lost if buyer: a)Fails to operate or maintain the equipment in accordance with generally accepted industry practice; b)Fails to operate or maintain the equipment in accordance with instructions from the manufacturer; c)The equipment has been altered or repaired by someone other than the manufacturer.

RETURNED MERCHANDISE

- 1) If you wish to return an item(s), please fill out and fax us the **Return Authorization Form** within 24 hours of receipt of merchandise so that we can arrange the return of the goods. A Return Authorization Number (RA Number) will be issued by us, and we will call you with your RA Number within 48 hours. After you receive the RA Number, you may return the item(s) along with a copy of the completed Return Authorization Form to our Delaware facility. No Returns will be accepted without an RA Number. Merchandise returned without authorization will be refused by us and returned at Buyer's expense. Please make sure you indicate the RA Number on the outside of your shipping box.
- 2) Any package returned to us should be shipped via insured carrier, and a tracking number/delivery confirmation should be obtained from the carrier. We are not responsible for lost or damaged items for returned packages. Shipping and insurance costs for returned merchandise must be prepaid, and we require customers to ship products back in original factory boxes and packaging (foam, plastic wrapping, etc.), and with all accessories, manuals, instruction booklets and warranty cards.
- 3) We will not refund the original Shipping and Handling Costs unless your return falls into one of these two categories:
 - a) We made a mistake with your order (we shipped an incorrect item);
 - b) The product you purchased is defective. Instances of defective items are very rare, and we will deal with your issue right away by either replacing the defective item or by arranging a repair. Please call us toll free at 877-538-3576 and we will assist you in sorting out your return.
- 4) You can return any New/Unopened Items for a full refund less Shipping Costs. Returned merchandise is subject to a 15% Restocking Charge unless the merchandise was shipped in error by Penn State Consultants, Inc., or if the merchandise was defective upon receipt.
- 5) We will call you or notify you via e-mail of your refund once we've received and inspected the merchandise and processed the return. Proof of purchase must be provided for all returned items. Credit will be issued at the actual cost paid as shown on the proof of purchase. In most cases, we'll issue a refund in the same form of payment originally used for the purchase within 3 to 5 business days of receipt of your return. The 15% Restocking Charge will be deducted from the credit, if applicable.
- 6) Penn State Consultants, Inc. will not accept and process the return of any item if the UPC code or other proof of purchase markings have been removed from the packaging, or if the original warranty card is missing.
- 7) Return of Opened/Used Items: No refunds will be issued for items that have obviously been used (merchandise that is scratched or shows obvious signs of use).
- 8) Errors and Omissions: In the unlikely event that we made a mistake with your order (we shipped an incorrect item), Penn State Consultants, Inc. will immediately assist you with your return. Please open and inspect your shipment immediately upon receipt. Any discrepancy in the shipment must be reported to us within 24 hours of receipt of merchandise.
- 9) Batteries are *not* returnable for credit or replacement. If a battery is proven to be defective, the original manufacturer's warranty will be enforced.
- 10) Special Order Items *cannot* be returned for credit. Our Return Policies only apply to standard in-stock merchandise. Any non-stock merchandise is subject to severe handling and restocking fees from the manufacturer.
- 11) All Used Equipment is sold "As-Is" and *cannot* be returned.
- 12) Discontinued and Clearance Products (including New/Unopened Items that are marked by us "Discontinued" or "In Clearance") purchased from Penn State Consultants, Inc. *cannot* be returned.

LIMITATIONS AND DISCLAIMER

In no event shall Penn State Consultants, Inc. be liable for loss of profit or any other indirect, special, consequential or incidental damages arising from the use of this website or the products and services sold herein.

Penn State Consultants, Inc.'s liability for direct damages is limited to the total price paid for any products or services purchased through this website.

It is agreed that any action or proceeding asserting any claim arising from the use of this website, the products and services sold, or the information set forth herein, may be brought only in the courts of Kent County, State of Delaware. Each and every user of this website irrevocably submits to the jurisdiction of such courts in any such action or proceeding, and waives any objection to jurisdiction and venue. It is further agreed that the laws of the State of Delaware shall apply to any claim made, and to this agreement.

Penn State Consultants, Inc. has made every effort to ensure that the information contained in this website is current and accurate. Penn State Consultants, Inc. assumes no responsibility, and shall have no liability for errors, omissions or out of date information in connection with this website, including, but not limited to, price information, product availability, product description, and product promotions.

ATTORNEYS FEES

The prevailing party in any action to enforce any of the conditions and terms of this agreement shall, in addition to any other rights of judgments, be entitled to recover its attorneys fees and court costs.