

CEE INC. - Standard Terms and Conditions of Sale

1. CONTRACT TERMS

The Terms and Conditions ("Terms") contained herein shall apply to all quotations and offers made by and purchase orders accepted by CEE Inc. These Terms apply to all sales made by CEE Inc. except to the extent the Terms conflict with a Sales Agreement signed by CEE Inc. and Buyer. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of CEE Inc. before becoming binding on either party.

2. PRICE, TAXES AND QUOTATIONS

Prices are subject to change on thirty days (30) notice to Buyer unless otherwise stated on a formal CEE Inc. quotation. Any order that can be cancelled and rescheduled is subject to a price change immediately. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by CEE Inc. are those current at the date of quotation and shall be subject to variation by CEE Inc.

3. DELIVERY

Unless otherwise agreed in writing, sales are ExWorks Pompano Beach, FL. CEE Inc. may deliver products in one or more consignment and invoice each consignment separately. Unless otherwise agreed in writing, delivery time is not of the essence. CEE Inc. does not accept liability for any loss arising from delay in delivery of products.

4. NON-CONFORMING DELIVERY AND RISK OF LOSS

Buyer shall notify CEE Inc. of any visible defects, quantity shortages or incorrect product shipments within fifteen (15) days from the pick up date from our premises. Failure to notify CEE Inc. in writing of any visible defects in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments. Seller shall retain a security interest in the products until Buyer's final payment to CEE Inc. for the products. Risk of loss and title shall pass to Buyer as soon as the products have been placed with a transport agent.

5. PAYMENT TERMS

Unless otherwise agreed in writing, payment terms shall be check upon delivery. Buyer agrees to pay interest on any unpaid balance at a rate of 1.5 % per month after the day the balance becomes due. Unless otherwise agreed in writing, all payments are to be in United States dollars. In the event that CEE Inc. is required to bring legal action to collect delinquent accounts, Buyer agrees to pay all attorneys fees and costs of suit.

6. RETURN POLICY

Returns are acceptable only after written approval by CEE Inc.

Cables: Cable sales that require the cable to be cut are final and not returnable, not refundable.
Electronic equipment: Electronic equipment sales are final and not returnable, not refundable. All other product sales including full drums of cables are returnable within seven (7) days of the purchase and the Buyer will be subject to 20% restocking fee. Products qualified to be returned should be shipped back to CEE Inc.'s main warehouse in Pompano Beach, FL. It is the Buyer's responsibility to assume all related shipping costs, shipping insurance equal to or greater to the value of the products, taxes, import/export duties and fees. Items should be returned unused and in their original product packaging.

CEE Inc.'s Cancellation Policy: CEE Inc. shall have the right to cancel any unfilled order without notice to Buyer in the event that Buyer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business. Any order that can be cancelled or rescheduled by Buyer may be cancelled or rescheduled by CEE Inc. if notice is given to Buyer.

7. LIMITED LIABILITY

CEE Inc. shall not be liable for incidental or consequential damages, including but not limited to, the cost of labor, re-qualifications, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any products CEE Inc. distributes.

8. CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other that reasonably knows to be confidential.

9. FORCE MAJEURE

CEE Inc. shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of god, acts of the Buyer, act of civil or military authority, war, riots, concerted labor action, shortages of materials, or any other causes beyond the reasonable control of CEE Inc.

10. APPLICABLE LAW

Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Florida, USA.

Authorized Signature: _____ Printed Name: _____

Date: _____

Please return by fax to 954-633-7868 or Scan & email to: sales@go2cee.com