



Terms and Conditions of Sale

1. DEFINITIONS

- **Seller:** Pine Test Equipment, Inc.
- **Buyer:** The person, firm or corporation acquiring the Goods or Services from Seller.
- **Goods:** The items identified on the Seller's Quote, Customer's Purchase Order or Seller's Purchase Order Acknowledgment.
- **Service:** The activity identified on the Seller's Quote, Customer's Purchase Order or Seller's Purchase Order Acknowledgment.
- **Quote:** Seller's offer and terms of sale.
- **Purchase Order:** Buyer's commitment to purchase.
- **Purchase Order Acknowledgement:** Seller's order acceptance and terms of sale.

2. ACCEPTANCE AND AGREEMENT

The provisions set forth in these Terms & Conditions and the Seller's Purchase Order Acknowledgment constitute the entire agreement between Seller and Buyer and supersede all other communications between the parties, whether written or oral. No modification or waiver of the provisions shall be binding upon Seller for any purpose unless it is contained in writing and signed by an authorized representative of the Seller. Retention by Buyer for over ten (10) days of any Goods delivered or Service provided by Seller shall be conclusively deemed accepted in accordance with these Terms and Conditions of Sale.

3a. SHIPPING NEW GOODS

Seller's Billing Account – Seller Initiated

- FOB Buyer's Dock, Freight Prepaid, & Charged Back
- Buyer is responsible for charges incurred by Seller for unplanned storage of Goods

Buyer's Billing Account – Seller or Buyer Initiated

- FOB Origin
- Buyer is responsible for charges incurred by Seller for unplanned storage of Goods

3b. SHIPPING BUYER-OWNED GOODS

Seller's Billing Account – Seller Initiated

- Freight Prepaid, & Charged Back
- Buyer retains ownership of the Goods at all times.
- Buyer is responsible for damages to or loss of Goods during transport.
- Buyer is responsible for charges incurred by Seller for unplanned storage of Goods

Buyer's Billing Account – Seller or Buyer Initiated

- Buyer retains ownership of the Goods at all times.
- Buyer is responsible for damages to or loss of Goods during transport.

Buyer is responsible for charges incurred by Seller for unplanned storage of Goods

4. INVOICES

Seller will transmit invoices to Buyer via email.



5. TERMS OF PAYMENT

The terms of payment are specified on the Quote, Order Acknowledgement and Invoice. The Invoice terms of payment supersede the Quote and Order Acknowledgement.

6. TAXES

- Buyer bears responsibility for all federal, state and local taxes imposed on the purchase or use of any Goods and/or Services.
- Where applicable, Seller will Invoice and Buyer will remit the required sales tax amount unless a valid Tax Exempt Certificate has been received by Seller prior to invoicing.

7. METHODS OF PAYMENT

Seller accepts payment in US dollars only via the methods listed below in order of preference with the noted limitations.

- ACH (Electronic Funds Transfer): Contact Pine's Accounting Department for instructions (724) 458-6391.
- Check: US Dollar accounts.
- Wire Transfer: Contact Pine's Accounting Department for instructions (724) 458-6391.
 - Buyer is responsible for all wire transfer fees.
- Credit Card: Limits apply and are subject to change without notice.

8. BUYER PURCHASE ORDERS

Seller's Terms and Conditions, Order Acknowledgement and Invoice supersede any and all terms and conditions included with or referenced by Buyer's purchase order.

9. WAIVERS

Failure by Seller to insist upon performance of any of these Terms and Conditions of Sale shall not be construed as a waiver of such terms and conditions and shall not affect the right of the Seller thereafter to enforce each and every term and condition.

10. CHOICE OF LAW

The domestic law of the State of Pennsylvania shall govern the interpretation and performance of all transactions.

11. LIMITED WARRANTY

Seller's Limited Warranty excludes shipping damage. View [Limited Warranty](#) here.

12. RETURNS

Unused items will be accepted with prior authorization within 30 days of shipment. All other requests will be evaluated on a case by case basis. All returns are subject to a restocking fee.

13. LANGUAGE

All documentation will be in English.