Terms & Conditions

No goods may be returned without Seller's or Seller's manufacturers written permission. In issuing credit for such shipments, Seller reserves the right to deduct a minimum handling charge of 25%.

Claims:
All claims for corrections or deductions must be made within ten (10) days after delivery of goods.

Cancellations:
The Buyer may cancel upon the written consent of the Seller's manufacturers but the Seller is entitled to reasonable cancellation charges including but not limited to labor expended, materials, obtained or expended, reasonable overhead expenses.

Shipment and Delivery:
Shipment dates are based on the Seller's best estimate only. The Seller will exercise his best efforts to ship on schedule, but shall not be liable for any damages or loss caused by any delay in delivery, including but not limited to delay caused by strikes, flood, fires, accidents, inability to obtain sufficient materials or products from suppliers, inability to obtain sufficient labor, or any legislative, administrative or executive law, order or requisition of the Federal Government or any State or Municipal Government or any subdivision, department or office thereof. The responsibility for goods lost or damaged in transit rests with the carrier.

Destination Control Statement
These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Modifications or Additions of Terms and Conditions:
No modification of, addition to, or waiver of any of the terms and conditions stated here in shall be binding upon the Seller, except by the written consent of an authorized officer of the Seller.

Acceptance:
Any order by Buyer placed pursuant to a quotation is subject to acceptance and acknowledgement by Seller or the Seller's manufacturers. If Buyer accepts any portion of the merchandise ordered, he will be deemed to have assented to the terms and conditions stated herein.

Purchasing Privacy Conditions:
1. Parties agree to provide adequate safeguards with respect to the protection of privacy of individuals for the processing of personal data in the course of the Agreement.
2. If the performance of the Agreement by Supplier is related to the processing of personal data for which Pon is responsible, Supplier will strictly adhere to the provisions of the Pon Data Protection Agreement and to any and all applicable relevant laws and regulations in respect of the protection of personal data. The Pon Data Protection Agreement will be attached, when applicable, by Pon to these general purchasing terms and conditions and signed by Supplier.
3. Non-compliance or a breach by Supplier of the Pon Data Protection Agreement entitles Pon to terminate the Agreement with immediate effect.

Sales Privacy Conditions:
1. Parties shall render their full cooperation in order to enable the other party to fulfill its obligations under the applicable relevant laws and regulations in respect of the protection of personal data.
2. In performing its obligations in the course of the Agreement, Supplier shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to Customer.
3. Supplier shall process personal data relating to Customer only on behalf of Customer, in so far as required for the performance of its obligations under the Agreement.
4. Supplier shall implement appropriate technical and organizational measures to protect personal data relating to Customer against unauthorized or unlawful processing.
5. If deemed necessary, the Pon Data Processing Agreement shall be attached as Attachment to these Terms and conditions of sale by Supplier and signed by Customer.