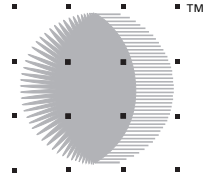


**POLICY PROCEDURE MANUAL  
TERMS AND CONDITIONS OF SALE  
Effective January 1, 2005**

**ETA<sup>®</sup> SYSTEMS**

*A Creative Light & Sound Company*  
Division of National Biological Corporation  
1532 Enterprise Parkway • Twinsburg, Ohio 44087 USA  
330-425-3388 • 800-321-6699 • Fax: 330-425-9700  
<http://www.etasys.com> E-mail [eta@etasys.com](mailto:eta@etasys.com)



**1. All Sales:**

C.O.D. Certified or C.I.A. until credit is approved.  
Credit cards accepted - Visa, MasterCard,  
Discover, American Express.

**2. Open Accounts:**

1% / 10 days from date of invoice; net 30 days.

**3. Cash Discounts:**

Allowed on invoices paid and received within 10  
days from the date of invoice, and providing  
account is current.

**4. Shipping:**

F.O.B. ETA Systems dock, Twinsburg, OH 44087.  
Drop Ship: For emergencies only; charge is \$35.

**5. Minimum order:**

\$100 on equipment and truss.  
\$25 on replacement parts.

**6. Past Due Accounts:**

Accounts extending 45 days beyond the invoice  
date may be placed on C.O.D. status. Accounts  
extending 65 days may be referred to an agency  
for collection.

**7. Service Charges:**

2% is added to all invoices which remain unpaid  
beyond 30 days. Service charges must be paid  
before pending orders will be shipped.

**8. Returned Checks:**

\$40 charge is applied to all checks returned for  
insufficient funds and discount privileges are  
forfeited on applicable invoices. Future transactions  
will require payment by Certified Check.

**9. Default:**

Buyer shall be liable for reasonable attorney's fees  
and other costs that may be incurred in the event  
legal action is taken to collect sums due and owing  
from the Buyer.

**10. Shortage:**

All shortages must be noted on carrier's bill of  
lading or similar document. A claim against the  
carrier must be filed per ICC regulations and  
WE must be notified in writing 10 days from the  
date of invoice.

**11. Damaged Shipments:**

All damages must be noted on carrier's bill of  
lading or similar document and a claim against  
the carrier must be filed per ICC regulations and  
WE must be notified in writing 10 days from the  
date of invoice.

**12. Hidden Damage:**

The same procedure as outlined in point 10 is  
required and all applicable ICC regulations apply.

**13. Return Policy:**

All returned merchandise must be accompanied  
by a return authorization (RA) number. A 25%  
restocking charge will be assessed to all returned  
materials.

**14. Repair/Return Policy:**

Merchandise returned for repair must be accom-  
panied with an (RA) number and information that  
will assist in the diagnosing of the problem.  
Minimum charge is 1 hour for non-warranty  
repairs and estimates.

**15. Pricing:**

Suggested retail list price indicates the price at  
which we believe our products can be most  
successfully merchandised. No representation is  
hereby made that substantial sales are or will be  
made at the suggested retail list price. Prices are  
subject to change without notice.

**16. Specifications:**

Product specifications are subject to change  
without notice.