

# Nivo Technology

www.nivotechnology.com

## Order Form

### Customer Information:

Your Name: Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address:

Street: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Products you order:

Product Number	Product Name	Chemical Formula	Size and form	Quantity (kg)	Price (US dollars)
<b>Net Total</b>					

## General Terms of Sale

### Price and Order Placement

Prices are subject to change without notice. Quotations are effective 30 days from the date of quotation. The quotation doesn't include taxes, shipping and handling fee. Nivo Technology reserves the right to change prices at time of order due to currency exchange rate and raw materials price changes. All orders shall be placed in writing by mail or fax based on our quotation. Order shall reflect customers' specifications and expectations on the products. There is no minimum order limit on our product.

### Payment

Payment is due and payable net 20 days on invoice. All sales are made F.O.B. (Free on Board) our warehouse in the US unless other arrangements have been made in writing prior to shipment. We typically prepay and add shipping & handling and insurance charges to the final customer invoice. Shipping insurance is added to your invoice based on the value of the product. Any tax, charges any nature imposed by the government authority on or

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measured by any transaction between Nivo Technology and the buyer shall be paid by the buyer in addition to the contract price as quoted and invoiced unless Nivo Technology specifically states that such taxes or charges are included in the contract price. Payment shall be made to John Wang/Nivo Technology by check or money order.

## Warranty

### LITMIATION OF LIABILITY

NIVO TECHNOLOGY ASSUMES NO LIABILITY OR CLAIM FOR EXPENSES OR CONSEQUENTIAL DAMAGES INCURRED AS A RESULT OF THE USE AND/OR SALE OF THE MERCHANDISE. NIVO TECHNOLOGY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT IN ANY CASE EXCEED THE PRICE FOR THE MATERIALS CLAIMED TO BE DEFECTIVE.

All claims for errors, defects, or damaged materials or any part thereof much made by the buyer within 30 days after the materials are received. Failure to make any such claims within that time shall be deemed to constitute an irrevocable acceptance of the materials. The obligation of Nivo Technology under this warranty shall be limited to replacing or allowing credit at Nivo Technology's option during the warranty period and replacement of the material shall not extend the warranty period. GOODS RETURNED WITHOUT PERMISSION OF PHOTONIC SUPPLY WILL NOT BE ACCEPTED FOR CREDITS. Any lawsuits from buyer related to product defects shall be filed directly against the manufacturer of the product exclusively in the court of Beijing, China, not against its sales representative Nivo Technology. No liability is assumed for infringement of any patents held by others. Materials are sold to accepted industry and manufacturing variations or tolerances, except where otherwise agreed to by both parties.

## Delivery, Packaging and Documentation

Our products are packaged in plastic bottles, and samples in small quantity are packaged in plastic bags. The package is shipped with a customer invoice, material safety data sheet (MSDS). In the absence of shipping instructions from buyer, the materials shall be shipped by whatever method Nivo Technology considers appropriate. The materials is at the risk of buyer from and after delivery to carrier, and the buyer assumes all risk for loss, shortage, delay or damage in transit. Date of shipment is based on seller's best judgment and is subject to delay caused by earthquakes, fires, floods, acts of God, accidents, riots, war, government interferences, strike, shortages of labor or materials, inadequate transportation facilities or any other causes beyond seller's control. Any such shipment date cannot be guaranteed. In no event shall Nivo Technology be liable for consequential or other damages for any delay.

**Buyer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

By signing this form, the buyer hereby admits that he/she understands and agrees with all the terms of this agreement.

Please fax, mail your order to us. Thanks you very much for ordering our products.

Fax:	Mail:	Email:
(801) 846-3218	John Wang/Nivo Technology 1165 Mayfield Manor Dr Alpharetta, GA 30004	jwang@photonicsupply.com