

Effective 10/05/23

For the most recent Waytek Terms and Conditions visit: www.waytekwire.com/Support/TermsAndConditions.

For the most recent Waytek Privacy Policy visit: www.waytekwire.com/Support/PrivacyPolicy.

These Terms and Conditions supersede any prior Waytek Terms and Conditions.

Account Terms

All payments are due in U.S. Dollars.

A Registered Customer is an established account with Waytek. You may register online or by calling 800-328-2724.

Registered Customers have an option to establish cash in advance (CIA) with Waytek, use credit card terms (Visa, MasterCard, American Express and Discover Card), or apply for a Waytek credit account. You may establish CIA payment terms with Waytek by calling 800-328-2724 or by emailing ar@waytekwire.com.

To establish Waytek credit account please visit www.waytekwire.com/Support/TermsandTaxForms and complete our [credit application](#). You may also call us at 1-800-328-2724 and ask for a [credit application](#). Waytek requires three trade references and bank information. Waytek credit account terms are 2% in 10 days, net 30 days with approved credit. You may inquire about the status of your application at any time by calling 800-328-2724 or emailing ar@waytekwire.com.

For Registered Customers outside United States and Canada, refer to [International Orders](#) section of these Terms and Conditions.

A Guest Customer is a customer that places an online order without establishing a Registered Customer account with Waytek. Only credit card terms are available for Guest Customer checkout.

Uniform Sales & Use Tax Exemption/Resale Certificate

All Registered Customers. To be exempt from sales tax on purchases from Waytek you must provide Waytek with a Certificate of Exemption from you or your Company.

If you are exempt from sales tax and currently do not have a Certificate of Exemption, you may complete a Certificate of Exemption by accessing the UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION (Sales & Use Tax Exemption/Resale form) [here](#) or by calling us at 1-800-328-2724 to request the Sales & Use Tax Exemption/Resale form. If you have shipments sent directly from Waytek to more than one state, then include your sales tax ID# for those states on the Sales & Use Tax Exemption/Resale form. Fill in the form by completing all sections and include each state's sales tax ID number.

A copy of your Certificate of Exemption must be sent to our e-mail at taxcerts@waytekwire.com, to our fax to: 800-858-0319, or via U.S. mail to:

Waytek, Inc.
c/o Sales Tax Certificates
PO Box 690
2440 Galpin Court
Chanhassen, MN 54317

If we do not have a Certificate of Exemption on file, Waytek will be required to include sales tax on all shipments based on shipping address.

Guest Customers. Orders are subject to Sales & Use Tax based on shipping address.

Shipping

All shipments are FOB Waytek, Inc., 2440 Galpin Court, Chanhassen Minnesota loading dock. All duties are the responsibility of the Customer. Delivery and shipment dates on Waytek acknowledgements of orders are estimates only and are not guaranteed. Waytek ships via UPS, FedEx, or common carrier per Customer request. Orders over 60 pounds and/or bulky products are shipped via a common carrier unless requested otherwise by the customer. Same day shipment is generally available on most in-stock products if orders are received by Waytek before 3:30 p.m. central time. Expedited order express service, air freight, and other premium shipping services are also available. It is the Customer's responsibility to inspect all shipments upon receipt and report any shortages or damage to the delivery carrier immediately. Some products/orders may ship in separate containers.

Registered Customers: Order shipping options include the following: i) freight amount predetermined by Waytek, or ii) collect using customer's shipping account, or iii) prepay and add freight to that order invoice, or iv) contact us regarding other shipping options. For each order with predetermined ground shipping to a ship to address in the contiguous 48 United States, shipping charges will be based on the estimated combined weight of all products included in the order. Predetermined ground shipping is only available on orders under 250 pounds. For each collect order, you must provide Waytek with the applicable collect shipping account number to be used. For each prepay and add freight order, shipping costs for orders shipped via UPS and FedEx will be prepaid by Waytek and such amounts will be added to your invoice. Orders 250 pounds and over, orders requesting other than predetermined Ground shipping, non-collect orders, or orders with a ship to address outside the contiguous 48 United States will be subject to the carriers then current published rates. Call Waytek at 800-328-2724 for more details regarding all your shipping options.

Guest Customers: Guest Customer orders with a ship to address in the contiguous 48 states will ship via Ground service at a freight amount predetermined by Waytek. Guest Customers orders are not eligible to ship collect. Guest Customer orders shipping to Alaska, Hawaii, or internationally will ship prepay and add freight. Each such prepay and add freight order shipped via UPS and FedEx will be prepaid by Waytek and applicable amounts will be added to your invoice.

Prices

All prices are in U.S. Dollars. Prices do not include shipping, duties, handling charges (if any), Federal, State, Local taxes, any other taxes, or charges imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes. Prices are not guaranteed and are subject to change without notice.

Taxes

Except as otherwise provided on the waytekwire.com website, prices do not include any Federal, State, or Local taxes, or any other taxes or charges imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes. Such taxes and charges shall be billed as a separate line during checkout and paid by the Customer. Orders are accepted with the understanding that such taxes and charges will be added and paid. In states where sales tax is required by law, Waytek charges sales tax unless you have a valid Certificate of Exemption on file with Waytek. See [Uniform Sales & Use Tax Exemption/Resale Certificate](#). In the event that your Certificate of Exemption is rejected by any government authority and Waytek is required to pay tax on your purchase, you agree to

reimburse, indemnify, and hold Waytek harmless for the amount of such tax and any related penalties or other charges including, but not limited to Waytek's reasonable attorney and other expenses incurred in connection with the payment and collection of such tax, penalties and other charges.

International Orders (Outside the United States & Canada)

International orders may be placed by sending a request to international@waytekwire.com. CIA and credit card terms are available for international orders. All payments are due in U.S. Dollars.

Minimum Order

Guest Customer orders are subject to a \$50.00 order minimum.
Registered Customers, orders under \$35.00 are subject to a \$5.00 small order charge.
Backorders of \$10.00 and under for non- predetermined shipping options will be canceled.

Returns

Orders with any products that are custom ordered or configured to Registered or Guest Customer specifications (Special Orders), or orders with products identified as Non-Cancelable Non-Refundable on the order confirmation to the Registered or Guest Customer may not be cancelled or returned. Except for Special Orders and Non-Cancelable Non-Refundable orders; all new, unused, and undamaged products may be returned to Waytek within thirty (30) days from the date of shipment for a refund, replacement, or credit of the amount paid as determined by Waytek. Registered and Guest Customers must call Waytek at 1-800-328-2724 for return product information prior to shipping the returned product(s) to Waytek. For orders placed on the Waytek website, Registered Customers can request a return directly from the website through the order detail page within the order history. The Customer shall bear the cost of shipping and insurance on product(s) returned to Waytek.

Product Warranties

Product warranties offered by the Manufacturer, if any, shall be passed through to Waytek's Registered and Guest Customers. **OTHERWISE, THE PRODUCTS AND SERVICES PURCHASED UNDER THESE TERMS AND CONDITIONS ARE FURNISHED "AS IS" AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND BY WAYTEK, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

Disclaimer and Limitation of Liability

UNDER NO CIRCUMSTANCES WILL WAYTEK BE LIABLE TO YOU OR ANY PARTY FOR ANY LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, DEATH OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR PRODUCTS (AND PRODUCT USE) OR SERVICES PURCHASED FROM WAYTEK.

All information provided by Waytek and on Waytek's website is subject to change without notice. While efforts have been made to ensure the information on the Waytek website is accurate, Waytek does not warrant the accuracy of information included on the Waytek website.

Safety Data Sheets (SDS)

Some products have SDS information available in the product detail and description page of our website at www.waytekwire.com. Use the search function in the gray menu on our website. Enter the stock number of the product you are interested in and go to the product description to get the link for a SDS PDF. If you need assistance, please call us at 1-800-328-2724 or email sales@waytekwire.com.

Governing Law

Waytek Terms and Conditions are governed by and construed in accordance with the laws of the State of Minnesota, without regard to or application of conflicts or law rules and principles. Any action arising out of or relating to these Terms and Conditions shall be brought only in the United States District Court for the District of Minnesota or the state court sitting in Hennepin County, Minnesota, and all parties expressly consent to such court's jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on inconvenient forum. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms and Conditions to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect its intent and the remainder of the Terms and Conditions will continue in full force and effect. Legal notices to Waytek shall be sent to: Waytek, Inc., 2440 Galpin Court, PO Box 690, Chanhassen, MN 55317, Attn: Legal Dept.