

Effective 01/24/23

For the most recent Waytek Terms and Conditions visit www.waytekwire.com/terms-and-conditions

For the most recent Waytek Privacy Policy visit: www.waytekwire.com/privacy-policy

Terms

Terms are 2% in 10 days, net 30 days with approved credit. To establish credit with Waytek, Inc. (Waytek), call us at 1-800-328-2724 and ask for a [credit application](#). Waytek requires three trade references and bank information. Visa, MasterCard, American Express and Discover Card are accepted at time of shipment only. All payments are due in U.S. Dollars. These terms and conditions supersede any prior Waytek terms and conditions.

Shipping

All shipments are FOB Chanhassen Minnesota.

Predetermined Shipping Options including Guest Accounts: For each order requesting predetermined shipping with a ship to address in the contiguous 48 United States shipping Ground, shipping charges will be based on the combined weight of all Waytek in-stock items included in that order up to 250 pounds. All Other shipping method costs will be prepaid by Waytek and added as line items to your Waytek invoice. Any duties for international shipments will be not be prepaid by Waytek and are the responsibility of the purchaser. All shipping costs and duties are the responsibility of the customer. Orders 250 pounds and over, orders requesting other than predetermined Ground shipping, or orders with a ship to address outside the contiguous 48 United States will be subject to the carriers then current published rates.

Registered Accounts: Waytek may ship via UPS, FedEx or common carrier per your request. All shipping costs for orders shipped via UPS and FedEx will be prepaid by Waytek and such amounts will be added as line items to your Waytek invoice with the exception of predetermined shipping options. Any duties for international shipments will be not be prepaid by Waytek. All shipping costs and duties are the responsibility of the purchaser. Shipments via other common carriers are shipped freight collect. Orders over 60 pounds and/or bulky items are generally shipped via common carrier. 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 at additional costs. Call Waytek at 800-328-2724 for details regarding all your shipping options.

All Purchasers: Delivery and shipment dates indicated on Waytek acknowledgements of orders are estimates only and are not guaranteed. Such dates are subject to change due to, among other things, delay in Product availability. Inspect all shipments and report any shortages or damages to the delivery carrier immediately. Some items/products/orders ship in separate boxes.

Prices

All prices are in U.S. Dollars. Prices do not include shipping; duties; handling charges (if any); federal, state and local taxes. Prices are not guaranteed and are subject to change without notice. Due to the nature of the copper market, copper wire and copper cable prices may fluctuate.

Taxes

Except as otherwise provided on the waytekwire.com website, prices shown 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. Where applicable, such taxes and charges shall be billed as a separate line item during checkout and paid by you. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. In states where sales tax is required by law, Waytek charges sales tax unless you have a valid sales tax exemption certificate on file with Waytek. Waytek will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you provide a certificate that is not accepted for any reason by any governmental or regulatory authority, and Waytek is required to pay tax on your purchase, you will reimburse and indemnify Waytek for the amount of such tax and any related penalties or other charges, and Waytek's reasonable expenses incurred in connection with the payment and collection of such tax. Fax, e-mail or USPS mail your resale certificate and customer number to: "Attention: Sales Tax Certificates" at 800-858-0319, or taxcerts@waytekwire.com, or Waytek, Inc., PO Box 690, 2440 Galpin Court, Chanhassen, MN 55317.

International Orders (Outside the United States & Canada)

For customers outside of the United States and Canada, you can enter your order online at www.waytekwire.com to use your credit card, or email sales@waytekwire.com to process payment via wire transfer. For international orders Waytek requires a carrier and carrier account number to charge the shipment against.

Minimum Order

\$50 order minimum for Non-Registered / Guest accounts, for all others, orders / releases under \$35 are subject to a \$5 small order charge. Combine your needs to minimize your charges. See www.waytekwire.com for line minimums (Min Qty). Backorders \$10 and under for non-predetermined shipping options will be canceled.

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. Enter the stock number of the product you are interested in and go to the item description to get the link for an SDS PDF. If you need assistance, please call us at 1-800-328-2724 or email sales@waytekwire.com.

CA Prop 65 Policy Statement

Waytek, Inc., a distributor, is committed to providing clear and reasonable warnings on the products we resell in accordance with the Safe Drinking Water and Toxic Enforcement Act of 1986 and Proposition 65 warning label requirements. Such warnings shall be on packaged product, on our company website and/or on any publication produced after August 30, 2018 for products known or unknown to contain chemicals that may cause cancer, birth defects or reproductive harm.

Waytek, Inc. shall, with due diligence, obtain the most current and accurate product information from our suppliers related to Proposition 65 requirements. Waytek believes our products are not harmful when used as designed, but will nonetheless provide warnings to inform our customers of any potential harm to which they may be exposed.

Limited Warranty

All products provided by and through Waytek are provided "as is" and with all faults. Special orders are non-cancellable and non-returnable. Except for special orders, all new, unused and undamaged product may be returned to Waytek within thirty (30) days from the date of purchase for a refund, replacement or credit to the original purchaser of the amount paid. Please call Waytek at 1-800-328-2724 for return product information prior to shipping the product(s) to Waytek. The purchaser shall bear the cost of shipping and insurance on product(s) returned to Waytek.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Disclaimer and Limitation of Liability

Waytek shall in no event be liable to the original purchaser, its customers or to any other person or organization using or involving products purchased from Waytek for loss of use, lost profits, inconvenience, property damage, personal injury or death arising out of breach of warranty, breach of contract, delay, negligence, strict tort liability or otherwise. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL WAYTEK BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES. The entire liability of Waytek for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed, at Waytek's option, the repair, replacement cost or purchase price paid for the product purchased from Waytek which directly gives rise to the claim. No action or proceeding against Waytek may be commenced more than twelve (12) months after the product from Waytek is initially shipped to the original purchaser.

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 in this website is accurate, Waytek does not warrant the accuracy of information included in this website

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. 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.