



Terms & Conditions

1. Payment Terms

- a. International, payment and shipping policies for customers are available upon request
- b. Wire Transfer in Advance is required in some cases.
- c. Invoices overdue are charged 1.5% monthly. Invoices sent for collection are subject to reasonable collection and attorney fees and other applicable charges

2. Placing Orders & Minimum Order

- a. Orders may be placed by email or phone, Sunday through Thursday from 09:00am – 18:00pm.
- b. To assure accuracy when placing an order please have available the respective Orange Trading FZE ("OT") part numbers and a brief description of each item
- c. Confirmed back orders for product not in stock at the time the original order was shipped will be shipped and charged to Customer using the same shipping method and related charge as that of the original order. Additional charges applicable to a change in shipping method are Customer's responsibility.
- d. Drop ship order must be placed via email

3. Product Pricing & Terms

- a. Due to the volatile, component, shipping, and corrugated markets, all pricing (standard and quoted), terms, and conditions are subject to change without prior notice unless otherwise stated in written contract agreement signed by both parties
- b. Prices and product specifications are subject to change without notice. Confirm all product prices, specifications and availability prior to placing an order.

4. Freight & Shipping

- a. All freight is C&F (Cost & Freight) port of destination, making all orders subject to local import charges, custom clearance and inland transportation, unless special freight terms are approved by OT management
- b. Customers requesting other shipping methods such as airfreight service, DHL or other carrier may have additional charges applied

5. Warranty

OT warrants that all Products (as defined below) sold by OT shall materially conform to OT's product specifications during the applicable warranty period. OT's toner Products have only been qualified to be compatible with OEM toner and components, and OT offers no representation or warranty with regards to the Products performance or suitability with respect to its use with any third party's toner products or components. As used herein, "Products" mean (1) printer or copier parts, OPC's, drum units, imaging units, chips, waste containers and filled cartridges ("Finished Products"), and (2) toner and or carrier. The warranty period for Finished Products is one year following the shipment date of the Finished Product. If a product does not meet the warranty specified above (a "Defective Product") and the Customer complies with OT's product return policy below, OT will, at its option, (i) replace the Defective Product



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with a conforming Product free of charge, (ii) give Customer an in-house credit for the amount actually paid to OT for the Defective Product, or (iii) refund to Customer the amount actually paid to OT for the Defective Product. This warranty does not cover damage to the Products caused by accident, abuse, misuse, natural disaster, human error, improper storage or handling, unauthorized disassembly, repair, or modification. Any claims for breaches of warranty not asserted by Customer in accordance with the product return policy below shall be deemed waived by Customer.

6. Disclaimer; Limitation of Liability

Except as provided herein, OT does not make, and hereby expressly disclaims, any and all other warranties with regard to the products, whether expressed, implied, or otherwise, including, without limitation, any implied warranty of merchantability, implied warranty of fitness for a particular purpose, warranty of non-infringement of third party rights, or warranty that the products meet the requirements of customer.

In no event shall OT be liable for any consequential, special, exemplary, incidental, indirect or punitive damages, whether in contract or tort (including negligence), product liability, strict liability or otherwise, arising out of or in connection with the delivery, use, results of use, inability to use, or return of the products, including, without limitation, loss of data, lost profits or revenues, or loss of use, regardless of whether OT has been advised of the possibility of such damages. In no event shall OT's liability with regard to the products exceed the amount paid by customer for the product giving rise to such liability.

7. Product Returns

- a. OT is not required to accept the return of a Product unless the Product is a Defective Product.
- b. All returns, whether for a Defective or non-Defective Product, must be made during the applicable warranty period described above.
- c. Returns of non-Defective Products are at OT's discretion.
- d. Before returning any Product (Defective or non-Defective), the customer must first contact OT to obtain a Return Merchandise Authorization (RMA) Number and other shipping instructions.
- e. Returns without a Return Authorization Number will be refused.
- f. Unless otherwise agreed by OT, returns must be made at Customer's cost, provided such return costs shall be reimbursed by OT if the returned Product is determined by OT to be a Defective Product.
- g. All returns of non-Defective Products accepted by OT are subject to a 20% restocking fee and must be unused and returned in the original condition and packaging, OT may assess an additional charge if there is private label packaging.
- h. Toner cartridges being returned due to printing problems must be accompanied with test prints showing the defect and a short explanation of the problem.
- i. OPC Drums being returned due to print defects must be accompanied by at least three test prints showing the defect.



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8. Damaged in Transit, Short Shipments or Discrepancies

All claims must be submitted in writing. All shipments become the property of the carrier company during shipment until signed for by the recipient. Claims for damages while product is in transit are to be settled between the consignee and the carrier. If noted at time of delivery, it must be documented on the receiving paper work or bill of lading. Damaged product/packaging subject to review must be accompanied by detailed pictures. Customer will assume all liability if damaged freight is not reported within 24 hours of receipt or the next working day. All short-shipments and discrepancies must be reported within 24 hours of receipt of shipment or by the next working day.

9. EU REACH Disclaimer

REACH stands for Registration, Evaluation, Authorization and Restriction of Chemicals. It entered into force in the EU on 1 June 2007, and it is a regulation adopted to improve the protection of human health and the environment from the risks that can be posed by chemicals. A Customer of OT, importing OT's products into the EU ("EU Importer"), has the responsibility for compliance with REACH, and REACH places the burden of proof on the EU Importer for REACH compliance.

Substances which are not registered in accordance with REACH will become unavailable to downstream users. This means that the only substances which will be available to downstream users in the future have either:

- Been registered, or – been pre-registered and therefore have a later registration deadline, or – are exempted from registration, or – are produced /imported in amounts below 1 metric ton per year.

Material Safety Data Sheets ("MSDS"s or "SDS"s) are available from OT upon request for our products containing toner mixtures.

REACH has mandatory points of communication and requires exact documentation. REACH compliance support, provided solely at OT or OT's supplier(s) option(s), in connection with articles, substances or mixtures contained within OT products is not intended as, nor does it offer any EU Importer, legal or other professional advice, nor does it commit or obligate OT or OT supplier(s) in any way to register any substance contained in OT's products with the European Chemical Agency ("ECHA") or legal or technical advisors in EU Importer's jurisdiction in that regard. The legal requirements rests with the EU Importer to have permission to make use of the only representative's ("OR"s) pre-registration / registration of any substance as well as a valid downstream user agreement with OT and requisite agreement(s) with OT's suppliers' only representatives.