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Terms and Conditions

1. Orders are subject to acceptance only at the Spacek Labs facility in Santa Barbara, California.
2. Unless requested otherwise on the contract, Spacek Labs reserves the right to determine the most satisfactory shipping method for the product to be delivered. Shipment by other carriers will be made if specially requested, but is not recommended. All shipments will be made by delivery to carrier at shipping point.
3. Title will pass to buyer on delivery to carrier at shipping point. Risk of damage or loss following such delivery shall be on buyer and seller shall in no way be responsible for safe arrival of the shipment. Title shall pass to buyer regardless of any provisions for payment of freight or insurance by seller in the form of shipping documents.
4. Seller warrants each item manufactured by it to be free from defects in material and workmanship. This warranty is expressly in lieu of all other obligations or liabilities on the part of the seller, and seller neither assumes nor authorizes any other person to make any other representation or warranty on its behalf or to assume for it any liability in connection with the sales of its products.
5. Seller shall not be liable for any delay in performance of any order accepted by it or in delivery or shipment of material thereunder when such delay is directly or indirectly caused by or in any manner arises or results from fire, flood, accident, riot, war, government interference, rationing, allocations, or embargoes, strikes or shortage of labor, delay in delivery of material by sub-suppliers, or other difficulties (whether or not similar in nature to any of those specified) beyond its control. Delivery of such order shall be deemed suspended so long as any of such causes delay its execution. Whenever such causes have been remedied seller will make and buyer shall accept deliveries under such order.
6. All quotations and invoices, unless otherwise specifically stated, are quoted in U.S. dollars (USD).
7. Seller does not report, pay or collect any use tax, sales tax, or similar tax which may be imposed upon the buyer under the laws of the state to which shipment is to be made unless seller shall separately state such charge to buyer on the acceptance of such order and the invoice for such merchandise. Buyer shall report and pay use taxes or similar taxes which may be imposed upon buyer by reason of such order and shall hold the seller harmless therefrom.
8. Stenographical and clerical errors on the quote are subject to correction.
9. No order accepted by seller may be canceled by the buyer excepts as follows:
 - a) by mutual agreement of the buyer and seller;
 - b) if the items covered by the order are being purchased for ultimate delivery to the government pursuant to a government contract, or for use on a government contract with or without other equipment, then all or any part of this order may be canceled only in accordance with the cancellation provisions of the corresponding government contract.