



The following terms and conditions apply to the following two companies:

Gearcom Inc.
9503 Bissonnet St, Suite 304
Houston, TX, EUA, 77036
USA PH: +1 713 554 2651
39-2078792

Gearcom SA de CV
Basquetbolistas 107, Col. Pto. Verde
León, GTO, México, 37298
MX PH: +52 477 711 7776
GEA1308266E1

TERMS & CONDITIONS

The Terms and Conditions presented here apply to all purchases and sales of items offered by Gearcom Inc. and Gearcom SA de CV. and your purchase means you have accepted our Terms and Conditions of Sale. We disclaim any other Terms and Conditions contained in any customer purchase order, order form or otherwise unless expressly agreed by us in writing.

Damaged or lost Shipments

UPS, Fed-Ex Ground, other package carriers & Prepaid Truck Shipments: Check your order immediately upon arrival. All damages must be noted on delivery receipt. All shortages and damages must be called into Gearcom or -mailed to sales@gearcominc.com within 5 calendar days. Machinery Shipments: All damaged containers and merchandise must be kept for inspection. If product was damaged in transit, you must file a claim with the carrier. Truck Shipment (when you select the carrier): Check your order immediately upon arrival. All damages must be noted on delivery receipt. All damages and shortages must be called in to the trucker you chose within 2 days. All damaged containers and merchandise must be kept for your trucker to inspect. At that time you will file a claim with your trucker

Minimum Order

There are no minimum order requirements unless stated by Gearcom on the quote. If there is a minimum order, customer must order the exact quantity noted, otherwise Gearcom is not committed to proceed with the order.

Ordering

Gearcom requires all customers to issue formal purchase orders. No verbal or informal purchase orders will be processed.

Charges

All orders are subject to applicable shipping, freight, taxes and processing charge which are included on the price. If different shipping service than the one quoted is required, a Shipping charge will be included in quote and invoice. Prices stated on the body of any Estimate or invoice does not include taxes. Taxes are invoiced as a separate item, unless certificates of exemption acceptable to the taxing authorities are provided by Buyer

Returns

Except as otherwise provided, no material will be accepted for return after 20 days from date of shipment. To return merchandise, a written notice is needed; send a request for return to sales@gearcominc.com a return authorization will be issued. Shipping charges for returned items must be prepaid. All returns must include packing list, invoice and original package. Manufacturer will determine if the defect was caused by improper installation or maintenance by Buyer. Delivery of replacement goods will be based upon the delivery lead times of Gearcom suppliers.

Warranties

Gearcom extends to Buyer only the warranty which is extended by the manufacturer (such warranty will be approved after manufacturer agree). The components are warranted to meet the specifications of the manufacturer if they are applied and maintained according to the specifications of the manufacturer. Our obligation is limited only to the repair or replacement of defective parts or, at our sole option, to refund the purchase price. This warranty is exclusive and in lieu of any and all other warranties, whether written or oral, expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. In no event shall we be liable for any incidental, special, indirect, punitive, lost profits or consequential damages of any nature. A full refund will be given, subject to our Q.A. inspection, for any defective item returned to us and RECEIVED by us within 20 days of the date of shipment in its original packaging and in the agreed place of sale. If the warranty is NOT valid a charge is made for the costs incurred to make it reach the manufacturer, all costs are variable depending on the material (Feel free to ask for an estimate of cost).

Pricing and Charges

Product Prices are subject to change without notice. All prices are quoted in US dollars. Quotes are valid for 30 days unless a different due date is stated on the quote. Prices and availability may vary and is subject to our stock and manufacturers availability at time of order place.

Delivery

Deliveries are made Monday through Friday, daytime hours only. If a priority order must be deliver on weekends or after hours contact your Sales Representative in order to verify if it's possible. Most orders are shipped UPS unless freight carrier is needed. Upon request, material in priority orders might be able to be drop shipped directly from manufacturers. Some Items ordered together may not always be ready at the same time, if partial shipment is needed request it to your Sales Representative and an extra fee might be charge. Shipping Estimate will be done depending on the Customer request; Terms are stated on the Estimate/ Sales Order. If Terms or priority changes prices must be quoted again and purchase orders will not be valid until new estimate is approved.

Payment

Net 30 days on approved open accounts from date of invoice. In addition to open accounts, we also accept major credit cards. For orders which require advance payment, order will not be process until payment is received in our bank. Payments are only accepted in USD

Rush orders

Purchase orders received before 11 am on a business day will be process the same day.

Cancellation

Upon receipt of the sales order, we cannot make any cancellation. Please verify the notes in the estimate related to the PO. When the products are custom-made, they are not cancelable or returnable

X 
Raymundo Cobos
President
Firmado por: Raymundo Cobos