

# Section 24 Ordering/Shipping Information

Your Call To Order From MCM is FREE!  
**1-800-543-4330**  
 In Dayton, Ohio please dial: 937-434-0031  
 For Volume Discounts: Toll Free 1-800-543-4330



Please have your customer number and source code (located on the back cover) ready when ordering.

**Contact Center Hours:**  
 Monday-Friday: 8:00 A.M.-8:00 P.M. (ET)  
 Saturday: 9:00 A.M.-3:00 P.M. (ET)  
 Secured ordering anytime @: [MCMelectronics.com](mailto:MCMelectronics.com)  
 or E-mail your order to [orders@MCMelectronics.com](mailto:orders@MCMelectronics.com)  
 Fax orders to: **1-800-765-6960**  
 Customer Service Call: **1-877-626-3532**  
 After hours ordering on voicemail, call **1-800-543-4330**  
 Product questions:

- E-mail: [tech@MCMelectronics.com](mailto:tech@MCMelectronics.com)
- Fax: **1-800-765-6960**
- Voice Mail: **1-800-824-TECH (8324)**

**Payment Terms:**

**MasterCard®, VISA®, American Express® and Discover®** orders are welcomed. Please have your card information when ordering by phone. We will require specific information when we process your order. MCM also accepts the **IMPAC** Government VISA card. MCM accepts prepayment with cashier's checks and money orders. International/Export orders are accepted on the basis of payment in advance of shipment in US funds by cashier's check, wire transfer, international money order or credit card.

**When Paying in Advance** (by cashier's check or money order payable to MCM) – please include enough money to cover the price of the merchandise plus all applicable packaging and shipping charges. Any underpayments will be shipped to you COD for the balance owed.

**Note:** Do not send cash, personal checks or third party checks.

**To Open an Account** – Ask your MCM account representative for details. For open accounts only, terms of payment are net 30 days. Past due accounts are subject to a late payment charge of 1½% per month.

**Shipping Notes:**

All orders with in-stock items ship within 24 hours. All in-stock items on orders with expedited/air shipping methods will ship the same day if using our preferred carrier and received by the following times: Web orders by 2:00 p.m. (ET) and phone or fax orders by 3:00 p.m. (ET), Monday through Friday. Expedited/air shipping is subject to credit approval and carrier selection. Unless otherwise specified, orders will be shipped via ground service through the carrier of our choice.

**Note:** To ensure that you receive your order in a timely manner, all orders are entered at the time of placement and cannot be added to or changed thereafter.

**Packaging and Shipping Charges:**

The packaging and shipping charges are based on the total merchandise value and/or weight of the order. See the chart below for packaging and shipping charges on your orders under 50 lbs. If split shipments are required or items are on backorder, no additional fees will apply. Packaging and shipping rates are subject to change.

**Our Packaging and Shipping Rates:**

| Order Value <50 lbs. | Ground  | Order Value <50 lbs. | Ground |
|----------------------|---------|----------------------|--------|
| \$0-\$19.99          | \$8.99  | \$200-\$299.99       | FREE   |
| \$20-\$39.99         | \$9.99  | \$300-\$399.99       | FREE   |
| \$40-\$59.99         | \$11.99 | \$400-\$499.99       | FREE   |
| \$60-\$99.99         | \$13.99 | \$500-\$999.99       | FREE   |
| \$100-\$199.99       | \$15.99 | \$1,000 and over     | FREE   |

**Note:** Any ground order over 50 pounds or any air shipment over 25 pounds may be charged carrier chart rate. You will be contacted if your shipment cannot use the chart above. Charges are for the continental United States, Hawaii, Alaska, Guam, Puerto Rico and APO/FPO locations. Fraud prevention, credit approval, order volume, system problems, weather conditions, and other variables can affect processing. Orders placed on weekends and holidays will be shipped the next business day pending payment authorization. Unless otherwise specified, all U.S. and international orders will be shipped via the carrier of MCM's choice.

**Notes About Returned Merchandise:**

If there is a discrepancy in your order, or if you have any questions about your order, just give our Customer Service Department a TOLL-FREE CALL **1-877-626-3532**. Please have invoice information when calling.

**How to return merchandise to MCM:**

1. All returns must be reported within 30 days of invoice date.
2. Phone 1-877-626-3532 to obtain a Return Authorization number. The Return Authorization number must accompany your return to receive credit.
3. Parts returned without a Return Authorization number will not be accepted. Any freight charges incurred due to a refused package will be the responsibility of the customer.
4. Place the merchandise in its original packaging. Do not use the original packaging as a shipping carton or mark on or deface the original packaging.
5. Place a copy of the original invoice, along with the Return Authorization number inside a shipping carton along with the returned goods.
6. Clearly print in bold the Return Authorization Number on the shipping label. Do not deface or write on the carton itself. If the Return Authorization Number is not printed on the shipping label, the package will be refused by MCM.
7. Send the package to:  
 MCM Electronics  
 405 South Pioneer Blvd.  
 Springboro, Ohio 45066-3002
8. Certain products classified as "ORM-D" require special packaging and shipping procedures. If you are unsure of how to handle these items, please contact your freight carrier for information.
9. On certain products, MCM reserves the right to direct the customer to return the merchandise directly to the manufacturer for credit.
10. COD returns cannot be accepted. Return freight charges must be prepaid.
11. Parts returned due to customer error will be charged a 15% restocking fee and a 20% restocking fee will be imposed on test equipment.
12. If any of the conditions listed above are not adhered to, the return will not be processed. Parts will be returned to the customer, shipping charges will apply. Shipping charges must be paid prior to the unauthorized return being shipped back to the customer. Unclaimed returns will be disposed of after 30 days.

**Expedited Shipping:**

2nd day air fee is \$18 plus the chart rate at left. Next day air fee is \$36 plus chart rate at left. Free shipping offers do not apply to expedited/air shipping. Contact your account representative for additional charges. Continental US only, no PO boxes. Additional charge for larger items.

**Note:** Some chemicals due to content and items that are considered oversized by the carrier require special handling which will result in a service fee charged by the carrier. Certain chemicals may not be shipped outside the Continental U.S. or by air domestically. Some chemicals are not for sale to customers in California. Some unshielded magnetic product can only be shipped by ground service. All non-rechargeable lithium batteries must be shipped by ground service. Please consult your account representative for current restrictions.

**Reshipments:**

If a package is returned to MCM that could not be delivered due to customer error and you would like the package reshipped, you will be assessed a \$5.00 reshipment charge in addition to packaging and shipping charges. If the return was due to MCM's error, there will be no reshipment charges.

**Important Backorder Information:**

**Note:** Backorders will be shipped to you as soon as we receive them from the manufacturer. No additional fees or shipping charges will be incurred. In the event that an item is backordered, it will be indicated on your invoice. No backorders will be cancelled unless requested. Backorders will be sent via ground service, unless requested otherwise.



**Will Call Ordering**

Will Call orders can be called in to our contact center for same day pick up at our warehouse in Springboro, Ohio. Please allow 3 hours for your order to be processed. Prepayment by credit card or NT30 only, no cash or checks accepted.

**Will Call Address:**

MCM  
 405 South Pioneer Blvd.  
 Springboro, Ohio 45066-3002

**Will Call hours:**

Monday-Friday  
 9:00A.M. - 5:30P.M.

**Payment**

**Credit Card** – For credit card purchases, please provide credit card information at the time of order.

**Special Notes:**

If MCM is not able to supply an item, a guaranteed substitute may be sent. Please advise your MCM account representative if substitutes are not acceptable.

**Special orders** – If available through our suppliers we will gladly special order products not in regular inventory. Orders for product not currently stocked by MCM require a non-cancelable, non-refundable purchase order and may require payment in advance. Please ask your MCM account representative for additional details.

**To guarantee quality sales and service** – MCM occasionally monitors calls.

**EPA regulations** – Due to strict EPA regulations, some electrical/electronic cleaning fluids including solvent sprays and gas sprays can only be sold to commercial customers who can provide in writing one of the following: Federal tax I.D. number, state sales tax exemption number, local business license number or government contract number.

**Privacy Policy:**

Your privacy as a customer is important to us. We want you to know that we occasionally make the names and postal addresses of our customers available to highly screened companies that offer products and services that may be of interest to you. MCM does not share or sell email addresses. If you do not want to receive these offers, please let us know by contacting MCM at 1-800-543-4330.

**A Nuestros Clientes Hispanos:**

Nuestra compañía está en la mejor disposición de ayudarles. Actualmente contamos con recursos para tomar sus órdenes en español, ya sea por escrito o por teléfono. Las horas más convenientes para llamar serían de 9:00 am a 6:00 pm (ET) de lunes a viernes.

**Please note that in addition to the above terms of sale, MCM's Standard Terms and Conditions of Sale apply in all sales transactions and are set forth on the following page. Product listings, specifications, availability and pricing are subject to change without notice.**

MCM reserves the right to make changes and corrections without notice. Every effort has been made to provide accurate technical and product information.

**Free Ground Shipping**  
**on orders over \$200<sup>00</sup>**  
 and less than 50 lbs., see left column for details.

**Trademarks:**

MCM Electronics, Tenma, MCM Audio Select, MCM Goldline, Defender Security, MCM Custom Audio, Stellar Labs, DuraTool and ERH are service marks or trademarks of Premier Farnell plc. All other registered trademarks shown in this catalog are owned by their respective holders.



**1. PLEASE READ THIS AGREEMENT CAREFULLY:** It contains the Terms and Conditions of sale that apply to the purchase of products from MCM Electronics, Inc. ("the company"). Any different or additional terms set forth in the customer's purchase order or similar communication are objected to and shall not be binding on the company unless a separate agreement has been signed by an authorized officer of the company. By placing an order for products from the company, or by accepting delivery of the products described on the applicable packing slip, bill of lading and/or invoice received with the products you agree to be bound by and accept these Terms and Conditions of sale.

**2. AVAILABILITY AND PRICING:** Catalog product listings, specifications, availability, and pricing are subject to change without notice. Orders are not binding upon the Company until accepted by an authorized representative of the Company. Prices listed in the catalog and charges discussed herein are in U.S. dollars. Some products may not be available for shipment outside the United States. The Company reserves the right to refuse service, terminate accounts or cancel orders in its sole discretion. The Company may also change or modify these Terms and Conditions of Sale from time to time without notice. Prices shown herein reflect the latest information available at the time of the printing of the catalog or uploading of an electronic catalog. Prices charged will be those prevailing when an order is placed. For scheduled deliveries over 60 days, the Company reserves the right to charge the Customer the price of the products at shipment if higher. The Company's quoted prices do not reflect the cost of accommodating Customer's purchases via credit card or any third-party procurement services, software or e-commerce providers and the Company may accordingly pass through the additional charges incurred as a result of Customer's use of such purchasing methods. Prices shown do not include any Federal, State or local taxes or any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Customer. Orders are accepted with the understanding that such taxes will be added, as required by law. The Company charges local sales tax for OH, NV, MN, CA, and IN, unless Customer has a valid sales tax exemption certificate on file with the Company.

**3. FINANCIAL TERMS:** For open accounts only (with prior approval), standard payment terms are Net 30 days of the invoice date, without any deductions or setoffs. Otherwise, the Company will take your order with advance payment via cashier's check or money order, or with an accepted credit card. Selected products containing precious metals are subject to a surcharge. A late payment charge of 1½% per month (annual percentage rate of 18%) shall be charged on all past due accounts and Customer shall pay the Company all costs incurred by it in collecting any past due account from Customer, including all court costs and attorney's fees, provided, however, if the foregoing charges exceed that rate which may be lawfully charged under applicable law, then such charges shall be calculated so as not to exceed the lawful rate. The Company reserves the right to add a \$25.00 service charge on all returned checks.

**4. OPEN ACCOUNTS/CUSTOMER'S FINANCIAL CONDITION:** A Customer that desires to open a credit account must furnish such information as requested by the Company. The Company reserves the right in its absolute discretion to grant, refuse or discontinue any extensions of credit, or reduce or suspend any credit limit at any time. Company also reserves the right to cancel any order, require payment in advance, or require the Customer to provide adequate assurance of performance, without any liability by the Company, in the event of the Customer's insolvency, filing of a petition in bankruptcy, the appointment of a receiver or trustee for Customer, or the execution by Customer of an assignment for the benefit of creditors.

**5. RETURNS:** Permission for return of products must first be secured from the Company. Products returned without a Return Authorization Number will not be accepted. Return Authorization Requests showing shipper or invoice number, date, quantities of items and catalog number will be acted upon promptly. All Return Material Authorizations are conditional and are not final until the product is received and inspected by the Company. Credit will be issued at the original price charged less handling and transportation charges, where applicable. Returns may be subject to a minimum 15% restocking charge. All claims for shortages must be made within 72 hours of receipt of product.

**6. INTERNATIONAL ORDERS:** The minimum export order is \$250.00. Export orders requiring special handling, packaging, and documentation are subject to additional charges. Export orders are accepted on the basis of payment in advance of shipment by a cashier's check in U.S. funds, wire transfer, international money order, credit card, or acceptable letter of credit. Prices are FCA Company Warehouse in accordance with Incoterms 2000 and do not include insurance, freight, brokerage, duty or taxes.

**7. EXPORT CONTROLS:** Products purchased or received under these Terms and Conditions of Sale are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the products or services hereunder. Customer shall be responsible to obtain any license to export, re-export or import as may be required.

**8. SHIPPING & HANDLING/DELIVERY:** All U.S. domestic shipments are FCA Shipping Point in accordance with Incoterms 2000 and in all cases title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Customer (without regard to which party pays for the shipping costs). Company and carrier handling charges apply. Next Day and Second Day Air Service is available within the 48 contiguous states, Alaska, Hawaii, and Puerto Rico. Delivery dates provided in advance are estimates only and shall not represent fixed or guaranteed delivery dates. Export shipments are on the basis of FCA Company Warehouse in accordance with Incoterms 2000, with the Company charging separately for the costs, insurance, and freight to bring the products to the named place of destination.

**9. HAZARDOUS APPLICATIONS PROHIBITED:** The company's products are not recommended or authorized for safety, life support, surgical implant, nuclear, military or commercial aircraft applications, or for any use or application in which the failure of a single component could cause substantial harm to persons or property. Customer assumes all risk and liability for use in such applications and agrees to indemnify the Company for all damages that may be incurred due to use of the Company's products in these prohibited applications.

**10. CATALOG DESCRIPTIONS:** All specifications, drawings and particulars of weights, dimensions, capacity or other details contained in the Company's catalog(s) are intended to give a general description of the products only and will not be part of this Agreement. If the product description in the catalog(s) differs from the manufacturer's description the manufacturer's description will be deemed correct. Company is not responsible for typographical errors in the catalog.

**11. WARRANTY & LIMITATION OF LIABILITY:** Products are sold by the Company with such warranties as may be extended by the manufacturer of the product(s), and there are no warranties for value added services, services bundled with the products, or other services provided by the Company. Copies of the manufacturers' warranties are available prior to the purchase of products by contacting the Company. The Company makes no other warranties and any and all implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed. Customer is responsible for installation and use in accordance with manufacturers' instructions and the Company shall not be responsible for customer's improper selection of a product for a particular application or otherwise. No warranty will apply if its products are in any way altered or modified after delivery by the Company. The Company's liability on any claim for loss or damage arising out of this agreement or from the performance or breach of this agreement or connected in any manner with the supplying of any products or services hereunder, or the sale, resale, operation or use allocable to such products or part thereof involved in the claim, whether based on contract, warranty, tort (including negligence and for property damage and death) or other grounds, shall not in any event exceed the price allocable to such products or part thereof involved in the claim, regardless of cause or fault. In no event shall the Company be responsible to customer or any third party for any consequential, incidental or indirect damages, including but not limited to loss of profits, revenues, sales, data, business, goodwill or use, even if the Company has been advised of the possibility of such loss or damage. The parties agree that without this limitation of liability the Company would not have agreed to the price or terms and conditions of this agreement. The limitation of liability set forth herein applies both to products and services purchased or otherwise provided hereunder. Any cause of action against the Company must be instituted within 1 year from the date of purchase or provision of the products or services. If the Company provides Customer with advice, training, applications support, or other assistance which concern any products supplied hereunder, or any equipment, system or the like in which the product may be installed, the Company's giving of such advice or assistance will not subject the Company to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

**12. INTELLECTUAL PROPERTY RIGHTS:** The products offered for sale by the Company may be subject to patent, trademark, copyright, design and other rights of third parties. The Company shall in no event whatsoever be responsible or liable in the event of any claim of infringement of any such rights.

The Company's entire catalog(s) and website(s), including without limitation, the content of the catalog(s) and website(s) is copyrighted as a collective work under United States laws and applicable international copyright laws and the Company owns the full copyright in its catalog(s) and website(s), including without limitation in the selection, coordination, arrangement and enhancement of the content contained therein.

Except as stated below, none of the materials in the Company's catalog(s) or on its website(s) may be reproduced, distributed, republished, downloaded, copied in any form or by any means, displayed, posted, transmitted, modified, translated, added to, updated, compiled, or abridged without the prior written permission of the Company. Customer may download, store, print and copy selected portions of the content in the Company's catalog(s) and website(s) provided Customer: (1) only uses the content downloaded, stored, or printed for furthering Customer's business with the Company; (2) does not publish or post any part of the content from the catalog(s) or website(s) in any other catalog or on any other Internet site; (3) does not publish or broadcast any part of the content from the catalog(s) or website(s) in or on any other media; and (4) does not modify or alter the content from the catalog(s) or website(s) in any way or delete or modify any copyright or trademark notice.

**13. FORCE MAJEURE:** The Company shall not be liable for loss or damage caused by any delay or failure to perform resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war, risks, shortages, inability to procure or ship product or obtain permits and licenses, insolvency or other inability to perform by the manufacturer, delay in transportation, any other commercial impracticability and/or any circumstances beyond the control of the Company in its business operations.

**14. GOVERNING LAW:** This Agreement and any sales hereunder shall be governed by the laws of the State of Ohio without regard to conflicts of laws rules and venue shall be in the federal and state courts of Montgomery County, State of Ohio, United States of America. The parties expressly exclude the application of the 1980 United Nations Convention of Contracts for the International Sales of Goods, if otherwise applicable.

**15. DISPUTE RESOLUTION:** Actions by the Company for non-payment by the Customer of the purchase price of products sold by the Company, or for redress of other breaches by the Customer of these Terms and Conditions of Sale may be brought by the Company, at its option, before any U.S. or foreign judicial court of competent jurisdiction or at the Company's option, disputes between the Company and the Customer, including all claims for non-performance by the Company, shall be finally settled by arbitration in Centerville, Ohio, U.S.A. under the Commercial Rules of the American Arbitration Association, by a single arbitrator appointed in accordance with said Commercial Rules applying these Terms and Conditions of Sale and consistent provisions of the federal and state laws (except conflict of law rules) of the State of Ohio, U.S.A.

**16. SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision(s) shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**17. WAIVER:** The Company's failure to insist on performance of any term or condition contained in this Agreement, or failure to exercise any of the Company's rights hereunder, shall not constitute a waiver of any of the Company's rights or remedies under this Agreement.

**18. NO THIRD PARTY BENEFIT:** The provisions set forth in these Terms and Conditions of Sale are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

