



Trumbull Industries Terms and Conditions of Sale

CONTROLLING PROVISIONS: These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or quotation to Buyer not agreed to by Buyer and Seller prior to the date of this invoice. In the absence of written acceptance by Buyer, an acceptance of any goods covered by Buyer's order shall constitute an acceptance of these terms and conditions. No waiver, alteration or modification of these provisions shall be valid unless made in writing and signed by an officer or other authorized representative Seller.

MODIFICATION OF TERMS AND CONDITIONS - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.

PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point.

DELIVERY: Seller will make every effort to complete shipment as indicated, but assume no responsibility of liability for loss or damage due to delay or inability to ship, caused by acts of God, war, labor difficulties, accidents, delays of carriers, subcontractors or supplier, inability to obtain materials or any other causes of any kind what ever beyond the control of the Seller.

SELLER'S LIABILITY: Seller will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind, whether based upon warranty, contract or negligence, arising in connection with the sale, use or repair of the products.

RETURNS: Seller cannot accept return of any goods unless our permission has been first obtained, in which case same will be credited subject to the following: (a) All material returned must, on its arrival at Seller's plant, be found to be in first-class condition; if not cost of putting in salable condition will be deducted from credit memoranda. (b) A handling charge will be made from all credit memoranda issued for material returned. (c) Transportation charges, if not prepaid, will be deducted from Credit Memoranda.

SHIPMENTS: All material sent out will be carefully examined, counted and packed. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. No claim for shortages or damages will be allowed unless made in writing within seven (7) days of receipt of shipment. Claims for goods lost in transit must be made within seven (7) days of receipt of invoice.

SPECIAL PRODUCTS: We cannot accept late cancellations or returns of non-stock items without the manufacturer's prior written permission. This may involve freight and handling charges to your expense. Please check this order carefully.

PRICES AND DESIGNS: Prices and Designs are subject to change without notice.

TAXES: The amount of any sales, excise and any other taxes, if any, applicable to the products covered by this order, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with a Tax Exemption Certificate acceptable to the taxing authorities.



WARRANTIES - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR

IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER Any warranty offered by a manufacturer applies and extends only to the original purchase of new goods. Seller's liability for damages, including direct and indirect as a result of a breach of manufacturer's warranty, shall not exceed such manufacturer's warranty. Copies of warranties are available and will be furnished to buyers upon request.

WAIVER - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

CERTIFICATION – We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

PAYMENT TERMS - All net invoices are due within 30 days. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date.

QUOTATIONS: Quotations are for immediate acceptance and are valid for no more than 30 days unless otherwise stated. Prices quoted are on the basis of F.O.B. shipping point, unless otherwise specified. All clerical errors in quotations are subject to correction.