



# TERMS AND CONDITIONS OF SALE

Acceptance, any quotation, if any, by seller is merely an invitation for an offer from potential customer(s). All resulting customer offers (orders) are thus subject to acceptance at the Sellers offices. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL CUSTOMER OFFERS (ORDERS) RESULTING MUST INCLUDE ALL TERMS AND CONDITIONS PRINTED HEREON.

## Minimum Order:

\$100.00 minimum invoice charge. Any order not meeting this requirement will be charged the difference, not to exceed the \$100.00 minimum. This minimum charge is exclusive of any freight charges.

## Blanket Orders:

Blanket orders are subject to review on an annual basis. Any remaining balances or releases are subject to being billed and shipped after 12 months if not taken during that period.

## Terms:

- A. Net 30 days, subject to approval by our Credit Department.
- B. Title of the products sold hereunder shall pass upon delivery to the carrier at the point of shipment.

## Credit:

Initial orders, and all subsequent orders placed with Tri/Mark will be classified as:

- A. Cash-in-advance (CIA) - Cash-in-advance orders will be entered by Tri/Mark upon receipt of the order and payment. Please request our standard credit application from our Customer Service Department and allow 3 weeks for processing.
- B. Cash-on-delivery (COD).

Tri/Mark reserves the right to withdraw any credit terms and cancel any orders based upon unacceptable payment history.

## Designs:

- A. For the purpose of constant improvement in our products, the designs and specifications are subject to change without notice. We shall endeavor, however, to notify our customers of any changes before shipment. Tri/Mark shall not be responsible for the results of any technical advice in connection with the design installation or use of products sold hereunder.
- B. Tools, Dies, etc.: When tools, dies, assembly fixtures or materials needed for the manufacture of products ordered, etc. are furnished or made by Tri/Mark, as well, the terms are met, they remain the property of Tri/Mark and, unless initially agreed upon otherwise, shall be kept in repair without customer charges for normal repairs and upkeep for the reasonable life of the tool. Tri/Mark shall not be responsible for tooling that sits idle for more than one year.
- C. Tooling shall be paid for in three equal payments: 1/3 upfront with purchase order, 1/3 upon sample approval, and the final 1/3 after the first production order is shipped.
- D. Technical drawings or CAD files shall remain the property of Tri/Mark and shall remain resident at Tri/Mark unless agreed upon prior to product release.
- E. Any product that is used outside of the intended design limitations, altered, or abused in any way is not covered by warranty. Tri/Mark shall not be liable for any consequential damages that may occur in the event the product is misapplied, altered, or abused by the customer.

## Patents:

- A. The customer shall indemnify Tri/Mark of product infringement or litigation, when such product is made in accordance with the materials designs or specification furnished or designated by the customer. In which case, the customer shall indemnify Tri/Mark against any judgment for damages and cost rendered.
- B. Any products purchased by the customer that include Tri/Mark products are subject to being assigned co-inventorship of Tri/Mark as a result of any United States or foreign patents may be applied for herein. Tri/Mark retains the right to own and maintain any patents as a result of such co-invented designs.

## Shipments:

Unless quoted otherwise, all prices are FOB our factory, New Hampton, Iowa. Pricing is determined at time of delivery and is subject to change at anytime prior to our acceptance of your purchase order. Shipments will be made via the most economical method unless we are given specific shipping instructions. Premium freight shipments are not considered as part of normal business practices and are at the expense of the customer.

- A. Tri/Mark is not responsible for damage, loss or delay after goods are delivered to carrier. When loss or delays occur, we will gladly assist in tracing or expediting any lost orders.
- B. Shortages must be reported to Tri/Mark within 5 working days after receipt of original shipment.

## Packaging:

- A. Standard - All Tri/Mark products are shipped in bulk packaging. Individually ordering each component assures you of the right combination of parts for your application at the lowest possible cost.
- B. Ocean Freight – All Purchase Orders for material destined for shipment via ocean freight must clearly indicate ocean shipment or Tri/Mark will not warrant damage resulting from lack of appropriate packaging. Quotes for those additional packaging costs will be available through your Tri/Mark Account Manager.
- C. Optional - Available upon special request and quotation, custom packaged can be provided which contains all necessary hardware for the product packed and included in the carton. Any additional costs associated with special packaging shall be at the expense to the customer.

## Quantity Shipped:

- A. Tri/Mark endeavors to ship exact quantities as per customer order. However, should shortages occur, Tri/Mark reserves the right to ship partial orders.
- B. Back orders will be shipped as soon as available on FOB our plant basis.
- C. Tri/Mark reserves the right to ship +/- 10% of original quantity ordered.

## Delivery:

- A. Shipping dates on acknowledgments are approximate and we shall try to meet them to the best of our ability. Tri/Mark, however, shall not be liable for delays in manufacture or delivery that may arise from causes beyond our reasonable control.
- B. Force Majeure. In the event and in addition to all other limitations stated herein, Tri/Mark shall not be liable for any acts, omissions, results or consequences including, but not limited to, delays in delivery due to acts of God, the prior performance of government orders, orders bearing priority rating or orders placed under any allocation program (mandatory or voluntary) established pursuant to law, differences with workman, local labor shortages, fires, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Tri/Mark's reasonable control whether of similar or dissimilar nature than those enumerated.

## Cancellation:

No order may be canceled or terminated except on the following conditions:

- A. Orders that are acknowledged to ship outside of 90 days may be cancelled.
- B. Orders that are acknowledged to ship inside of 90 days are eligible for cancellation if the purchaser agrees to pay all work, WiP and raw material costs that Tri/Mark has made a commitment to in addition to a 20% cancellation fee.
- C. If parts are customer specific no cancellation is allowed.

## Warranty:

All Tri/Mark products are warranted against defects in materials and workmanship for a period of 12 months following the date of delivery to the buyer. For a complete copy of this limited warranty, please contact our Customer Service Department.

## Return Goods:

Advance authorization from our Customer Service Department is required for all goods to be returned to Tri/Mark. Authorization to return shall be granted in cases of defective product or incorrect shipments due to an error on Tri/Mark's part. However, no credit or return shall be authorized for product that is considered a "special" or unique to a single customer, unless it can be determined that the product issue identified, is due to incorrect assembly or an error on Tri/Mark's part. Tri/Mark shall not accept any return of products that were manufactured over one year prior to the requested date of return shipment to Tri/Mark. Tri/Mark may also, at its option, authorize the return of other goods subject to a 20% restocking charge. Credit shall be determined upon inspection of all products returned to Tri/Mark. Freight on all return goods must be prepaid to our plant and merchandise must be received within 30 days of date of authorization. All returns must have a Return Goods Authorization Number, which must accompany all correspondence and shipping documents. Any return without an RGA number shall be refused at our receiving dock.

## Applicable Laws: Arbitration:

All terms and conditions shall be construed to be in accordance with the laws of the state of Iowa, USA. Any controversy or claim arising out of this Order or its breach or pertaining to the Goods, except any claim or action by seller to collect amount owing to it or to enforce its security interest, shall be settled by arbitration in Waterloo, Iowa, in accordance with the rules of the American Arbitration Association.