



TRI-TRONICS COMPANY, INC. Terms and Conditions of Sale

Orders placed with Tri-Tronics (written or verbal) are subject to the terms and conditions as stipulated in this document. No modifications or revisions to the terms and conditions as listed will be allowed without special written authorization by an officer of Tri-Tronics Co. Inc. No employee or representative of Tri-Tronics is authorized to change the warranty or terms and conditions in any way or to grant any other warranty. Purchaser's acceptance of an order shall be deemed as assenting to the terms and conditions set forth herein. The lack of an objection by Tri-Tronics to any and all revisions, alterations, or additions to the terms and conditions, as set forth herein, by the purchaser contained in any prior or subsequent purchase order or communication shall not be construed as a waiver or acceptance by Tri-Tronics.

CREDIT TERMS

Tri-Tronics reserves the right to decline any order if the purchaser fails to provide necessary credit information regarding the purchaser's ability and willingness to pay for the merchandise within the net 30-day terms. Tri-Tronics may, as an option to refusing the order, elect to require an advance payment, a credit card, or a C.O.D. shipment.

In the event of purchaser's default in payment for orders shipped on credit, the purchaser shall be responsible for all reasonable collection costs and expenses, and Tri-Tronics shall not be obligated to make any further shipments to the purchaser.

All sales shall be governed by the laws of the State of Florida. Tri-Tronics and the purchaser mutually agree that venue for any action at law or in equity in any way arising out of any order, sale, or this agreement shall lie exclusively in Hillsborough County, Florida, USA.

PAYMENT TERMS

Contingent upon prior credit approval, Tri-Tronics' terms are net 30 days from the invoice date, unless otherwise indicated. Payment is to be made to the address printed on the face of the invoice.

SHIPPING

Tri-Tronics will ship the merchandise to the purchaser as soon as possible after the receipt of an order. In the event that the ordered merchandise is not in stock, Tri-Tronics reserves the right to make partial shipments. These shipments will be individually invoiced and the purchaser agrees to submit payment within the net 30-day terms for each shipment. If, for any reason, Tri-Tronics fails to ship by a specified date, Tri-Tronics shall not be held responsible for any special or consequential damages.

PRICING

All quoted prices are FOB Tampa, Florida, and are subject to change without notice. All written quotations are valid for 30 days if not otherwise specified. Quoted prices do not include sales, use, or excise taxes or shipping costs. All

applicable taxes must be paid by the purchaser. Customer will be responsible for payment of import duties, customs fees and permits, and licenses.

DAMAGE AND LOSS

All Tri-Tronics products are packed and labeled for shipment adhering to good commercial packaging techniques. Upon delivery to the carrier for shipment, responsibility for delivery intact to its destination rests with the carrier. Upon receipt of the shipment at its destination, the merchandise should be inspected for visible or concealed damage. We must be notified within 48 hours of receipt if there are any discrepancies or shortages. Claims for damage or loss should be filed with the carrier immediately. Tri-Tronics will assist whenever possible in securing adjustment of claims; however, all claims for damage or loss must be initiated by the shipper directly to the carrier.

RETURN POLICY

Tri-Tronics Co. warrants its products to be free from defects for a period of:

Industrial Products - 1 year
Elevator Products – 3 year
Special Controls – 5 Years

We will repair or replace, free of charge, any product found to be defective at the time it is returned to the factory during the warranty period. This warranty does not apply to any product that has been subjected to misuse, negligence, accident, or misapplied or modified or repaired usage by unauthorized persons, or as a result of improper installation thereof.

RETURN OF MERCHANDISE

Any material returns must be marked with a Return Authorization Number that shall be obtained from Tri-Tronics. Please contact us at orders@tco.com or call 800-237-0946 for your RA number, and submit your return with our RMA form. All material must be properly packed and shipped prepaid. No C.O.D. shipments will be accepted. Any materials being returned for credit will be subject to examination by Tri-Tronics for customer misuse or abuse before determining the amount of credit. A minimum restocking fee of 10% may apply. A Return Authorization number does not guarantee a refund or replacement.

REFUNDS/CREDITS

Refunds/credits for web sales charged to a credit card are limited to 90 days from the date the card is charged. No refund/credit can be made to a credit card after that time.

IMPORTANT

The products of Tri-Tronics Company, Inc., are not authorized for use as critical components in any life support devices or systems whatsoever without the express written approval of the President of Tri-Tronics:

a. Life support devices or systems are devices or systems which (1) are intended for surgical implant into the body or (2) support or sustain life, and whose failure to perform, when properly used in accordance with instructions for use provided in the labeling, can be reasonably expected to result in a significant injury to the user;

b. A critical component is any component of a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.

In addition to the foregoing and without limiting or modifying the foregoing, Tri-Tronics hereby expressly prohibits the use of its products or any component parts thereof in or on personal safety devices including, but not limited to, punch presses or any other dangerous machinery in which the failure of such product could cause serious bodily injury, without the express written consent of Tri-Tronics. The definitions of "personal safety devices" and "other dangerous machinery" shall be those definitions formulated by Tri-Tronics in its sole discretion and will be provided to the purchaser upon written request.

Business Hours

Monday – Friday 8:30 a.m. to 5:30 p.m. EST

Orders received after regular business hours, on weekends and on national and company holidays will be processed the next business day.

SHIPPING DEADLINES

- Ground Orders – Orders received by 2:30 p.m. can ship the same day.
- Air Shipments – Orders shipping Next Day or 2nd Day must be received by 4:30 p.m. to ship the same day.

CHANGES TO ORDERS

Once your order has been entered in our system, we cannot accept any changes. If you need to make a change, please call us immediately at **800-237-0946** and ask to speak to one of our Customer Service Staff. If possible, they will make every effort to assist you, however, remember that they may not be able to make a change if the order has already been processed.