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# TCl, LLC

## Terms and Conditions

### Minimum Orders

No minimum order required.

### Payment Terms

If the customer is located within the United States and qualifies for open credit, standard payment terms are net 30 days. If the customer is located outside the United States, TCl reserves the right to require a letter of credit drawn on a United States bank payable at sight against presentation of shipping documents or to require a cash payment before shipment is made. New accounts are required to provide a signed credit application with credit references. Terms and open account status are subject to change for failure to pay outstanding accounts on a timely basis or if customer's financial strength is impaired. Late invoices are subject to finance charges equal to 1.5% of the account balance per month (or the highest amount allowable by law). Assessed finance charges are considered unpaid invoices.

### Pricing

All prices are quoted in U.S. dollars. All discounts are based on the manufacturer's most recent List Price Schedule. All prices are subject to change without notice. All prices are exclusive of all sales, use, excise or similar taxes applicable to the sale, purchase, shipment or use of goods sold to the customer, duties and other charges which may apply including, without limitation, charges for freight and insurance. All such taxes, duties and charges shall be paid by the customer whether or not originally invoiced by TCl and regardless of when invoiced.

### Quotations

Prices are based on costs and conditions existing on the date of the quote and are subject to change by manufacturer prior to final order acceptance. All quotations are valid for 30 days, unless stated otherwise.

### Delivery

All scheduled delivery dates shall be considered estimates only and TCl shall have no liability for failure to meet such dates. Delivery of all products are subject to availability and lead times required for TCl's production schedule. All product will be shipped to the customer's address as set forth in its purchase order unless a different delivery address is clearly noted in the purchase order.

### Freight Policy – Domestic

All products are shipped Ex Works Germantown, Wisconsin. Typically, freight carriers are selected by TCl and all freight charges are prepaid and added to the invoice. It is the responsibility of the customer to clearly indicate a different carrier and billing method when desired but such requests shall only be binding upon TCl if consented to in writing by TCl prior to the scheduled shipment date.

### Freight Policy – International

All products are shipped Ex Works Germantown, Wisconsin, using domestic packaging. Selection of freight carriers is the responsibility of customer and all freight charges are the responsibility of the customer. Customer is responsible for customs clearance, broker's fees, import duties, and all applicable taxes. Specialized packaging quoted upon request.

### Damaged Freight/Claims

Title and risk of loss is passed to the customer upon acceptance of the shipment by the freight carrier. It is the responsibility of the customer to file a claim directly with the carrier for any damaged or lost products occurring during transit. TCl does not purchase or arrange for insurance coverage beyond the Ex Works point for products shipped by TCl. If customer requires purchase of insurance coverage beyond the Ex Works point by TCl, its purchase order must clearly state such requirement but such request shall only be



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binding upon TCI if consented to in writing by TCI prior to the scheduled shipment date and all costs for such insurance shall be the responsibility of the customer and added to customer's invoice.

### **Limited Warranty**

The terms and conditions of TCI's Limited Warranty Policy are incorporated herein by reference. Such policy is available from TCI and on its website.

- Authorization and shipping instructions for return of products must be obtained from TCI prior to return of goods
- Packages must be labeled with Return Material Authorization (RMA) Number and returned within 30 days from the initial return request to: **TCI, LLC, W132N10611 Grant Drive; Germantown, WI 53022**  
**Attn: Returns Department**
- All returned goods are subject to inspection prior to final disposition.
- Restocking charges may apply. For further information, please contact the factory.

### **Cancellation**

In the event customer cancels all or any portion of the undelivered portion of this order, TCI reserves the right to charge cancellation fees on all non-standard and slow moving parts. Cancellation fees will be assessed at the time of the request to cancel.

### **Force Majeure**

TCI shall have no liability for any delay in or failure of performance caused by circumstances beyond its control including, but not limited to, delays or failures caused by civil insurrection, war, fire, flood, government action, strike or any other labor disturbance, acts of God or shortages of materials or equipment.

### **Collection Fees**

In the event TCI refers a past due account to an attorney or other third party for collection, customer shall pay all costs and expenses incurred by TCI in connection therewith including attorneys' fees.

### **Contract Terms**

Any terms and conditions contained in any purchase orders, confirmations, acknowledgements, shipping orders or other documents issued by customer in connection with the sale of goods by TCI to customer which are inconsistent with the terms hereof shall not apply, and shipment by TCI shall not constitute assent to, any such inconsistent terms. Customer's full or partial payment or acceptance of delivery shall constitute acceptance of all the terms and conditions set forth herein.

### **Governing Law; Venue**

This document and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Wisconsin. Customer agrees to submit to the jurisdiction of the courts of the State of Wisconsin and of the United States of America located in the City of Milwaukee for any actions, suits or proceedings arising out of or relating to the sale of goods by TCI to customer.

### **No Authority; Contract Terms**

TCI does not authorize any of its employees or agents to offer or agree upon terms other than those expressly set forth herein. No statement or writing proposing to modify or add to the terms and conditions hereof shall be binding unless in writing and signed by an officer of TCI and customer.

### **Default in Payment**

In the event customer fails to comply with the terms of payment, TCI shall have the right, in addition to all other rights as may be available to it under law, to withhold other shipments to customer, in whole or in part, to recall goods in transit and to repossess goods provided to customer.



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