

TSC STANDARD TERMS AND CONDITIONS OF SALE

1. **Scope:** These Terms and Conditions (Terms) apply to all quotations made and purchase orders accepted by TSC, except to the extent these Terms conflict with a more specific Agreement signed by TSC and Buyer. Any changes in these Terms must be agreed to in a writing signed by an officer of TSC before becoming binding on either party.

2. **Delivery:** TSC will provide an Order Confirmation within 72 hours of receipt of Buyer's P.O. stating estimated ship dates based on availability and lead time of specified components. Order updates will be provided as necessary. TSC shall not be liable for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to TSC, including, but not limited to, liability for nonperformance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes beyond the control of TSC. Unless otherwise agreed, Buyer bears all shipping charges, and all TSC sales are F.O.B. Troy, Michigan, or designated TSC location. TSC's standard delivery is via UPS.

3. **Lead Times & Quantities:** All lead times are estimates based on best available information at time of quoting and may change at time of order. Quantity pricing quoted is firm; P.O.s placed for quantities other than quoted are subject to price modification.

4. **First Piece Approval:** Buyer or TSC may require a First Piece Approval Process. First Piece Approvals shall be confirmed or revised within thirty (30) days of shipment. TSC reserves the right to invoice Buyer for the full confirmed Order amount in the event that Buyer fails to confirm or respond to TSC's First Piece Approval notice.

5. **Payment Terms:** TSC may, at its sole discretion, approve Buyer for Credit. In such event, payment terms shall be net thirty (30) days, or such other terms as may be approved, from the date of invoice. All past due amounts are charged 1.5% interest per month. In the event that Buyer's account is past-due and referred for collection, Buyer agrees to pay all costs of collection, including court costs and reasonable attorney fees. All payments shall be in United States dollars.

6. **Taxes:** The amount of any sales, excise or other taxes applicable to the products, if any, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides TSC with an exemption certificate acceptable to the taxing authorities.

7. **Inspection & Acceptance:** Claims for damage, shortage or errors in shipping must be reported within three (3) days following delivery to Buyer. After such three (3) day period, Buyer shall be deemed to have accepted the products, if not previously accepted. Specially fabricated or ordered items may not be cancelled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement or repair of the merchandise subject to TSC's inspection and warranty.

8. **Product Suitability:** Goods sold by TSC are designed to meet stated US safety standards and regulations. Because local safety standards and regulations may vary significantly, TSC cannot guarantee that the Goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Goods will be shipped, sold and used. Before purchase of any Goods, Buyer should review the product application and national and local codes and regulations to verify that the use and installation of the Goods will comply with them.

9. **Export Controls:** Certain Goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. Buyer must comply with such laws and regulations and not export, re-export or transfer is forbidden or without first obtaining all required authorizations or licenses.

10. **Limited Warranty:** TSC warrants that its manufactured goods will be free from defects in material and workmanship for a period of 12 months from the date of original shipment. If Buyer finds any defects in material or workmanship, Buyer will promptly notify TSC in writing of the defective goods and the specific nature of the defect. TSC at its sole discretion will repair or replace any such goods found by TSC to be defective after authorized return by Buyer. Buyer will return defective goods, transportation and insurance prepaid, in accordance with instructions issued by TSC under Section 13, Returns. TSC's warranty does not apply to any goods that have been subjected to improper installation, misuse, alteration, repair, neglect, accident, inundation, fire, or the like.

THESE EXPRESS WARRANTIES, INCLUDING REMEDIES, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TSC DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR GOODS MADE BY OTHERS, TSC MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FREEDOM FROM PATENT INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THEIR ORIGINAL MANUFACTURER MAY WARRANT THESE GOODS.

11. **Order Cancellation and Modification:** (a) **Buyer's Cancellation:** Buyer may not cancel or change any order after TSC has confirmed the order, unless approved in writing by an officer of TSC. For all Buyer cancellations or changes, Buyer shall accept delivery of all such products which are completed or are in production at the time of cancellation or change; buyer shall also be responsible for costs of labor, excess or obsolete materials, tooling, delays and other costs caused by Buyer's cancellation or modification of the P.O. (b) **TSC's Cancellation:** TSC shall have the right to cancel any order at any time.

12. **Quality Assurance:** TSC is ISO 9001:2008 certified. For specialized inspection or testing requirements, please contact your TSC Sales Representative or call us at (800) 989-9632.

13. **Returns:** Buyer will promptly notify TSC of nonconformance in the goods and give TSC a reasonable opportunity to inspect the goods. No goods may be returned without TSC's written Return Goods Authorization (RGA). Contact your Sales Representative or TSC Customer Service at (800) 989-9632 to obtain an RGA. Failure to follow TSC's return procedures could result in lost goods, delays, additional service charges, warranty denial, or refusal of a shipment. Buyer must mark all goods returned to TSC with the RGA number issued by TSC. The RGA number must appear on the shipping label, box and all paperwork associated with the return. Granting an RGA does not mean that a credit will be approved or that the evaluation or repair will take place without charge. If TSC determines that the goods are not covered by warranty (see Section 10, Limited Warranty), a purchase order for TSC's usual charges must be received before repair or replacement. TSC reserves the right to dispose of the goods if not otherwise instructed by the Buyer.

14. **Tooling & Intellectual Property:** Unless specifically agreed in writing by TSC and Buyer, all equipment, tools, designs, computer software, technical data, and other intellectual property produced, acquired, or used by TSC in fulfillment of an order is the property of TSC.