



SALES TERMS & CONDITIONS

The following terms and conditions are a part of all quotations and all orders accepted by Techniques Surfaces USA (TS USA) and may not be added to, modified, rescinded, or waived in whole or in part except in writing by TS USA, Inc.

Prices

Prices quoted are FOB – location indicated on the quote. The pricing is valid for 90 days from date of quotation, and is subject to change without notice after 90 days. Pricing does not include excise, sales, use and/or transportation taxes of any taxing authority. If applicable taxes are not included in the invoice, such taxes may be invoiced later.

Terms of Payment

Acceptance of any order can only be made by the processing facility indicated in the quote. Terms of payment are Net 30 days unless otherwise stated. Should the Buyer not meet the terms of payment, the Buyer agrees that Seller may, at his sole option, impose interest on the unpaid balance at a rate of 18% per year simple interest.

Terms of Delivery

Customer P.O. should include requested 'Ship date', which must be confirmed by TS USA on P.O. If 'Ship date' cannot be met, TS USA will notify customer and make note on P.O. Selection of 'Carrier' is responsibility of Customer, unless otherwise agreed. TS USA accepts no responsibility for product once the product has left TS USA's shipping dock. TS USA has no control over 'Carrier' delivery time.

Title

Delivery of a product or service to a carrier shall constitute transfer of title, ownership, and possession, and the carrier shall therefore be deemed to be acting for the Buyer and the product shall be thereafter at the Buyer's risk.

Warranty and Limitation of Liability

Seller can give no warranty as to the suitability of or the performance of the products or services offered. This is solely to be tested and accepted by the buyer.

Services: No warranty is expressed or implied as to the suitability of the services provided for the Buyer's intended use. Seller warrants that services offered will be performed in accordance with mutually accepted standards agreed upon by the Seller and Buyer. Seller further warrants that services provided will be performed in accordance with standard and customary manufacturing practices. **Seller's liability is limited to the cost of the service provided.**

Precedence

The seller rejects any terms or conditions in Buyer's order that are in conflict with, reduce or affect the foregoing terms and conditions. In the event of a conflict between the foregoing terms and conditions, and any other written or oral representations or understandings, the foregoing terms and conditions shall prevail.

Disclaimer

This offer and all further technical advice are based on present knowledge and experience. However, it implies no liability or legal responsibility on our part. In particular, no warranty, whether expressed or implied, or guarantee of product properties in the legal sense is intended or implied. We reserve the right to make changes according to technological progress or further developments. The customer is not released from the obligation to conduct careful inspection and testing of incoming goods. Performance of the product herein should be verified by testing, which should be carried out only by qualified experts in the sole responsibility of the customer.