

Tech Spec Inc. Sales & Services Terms and Conditions

Tech Spec, Incorporated (hereinafter called TSI), in engaging in any sale, or rendering of any service, does so in consideration of monetary receipt from its customer (hereinafter called Buyer) according to the terms and conditions set forth herein.

COMPLETE AGREEMENT. This document shall represent the final, complete, and exclusive statement of agreement between the parties and may not be modified, supplemented, explained, or waived except in writing, signed by an authorized representative of TSI. These terms are intended to cover all business activity between TSI and Buyer hereunder.

TOLERANCE SPECIFICATIONS. Buyer must specify critical tolerance specifications since manufacturer's catalog tolerances may vary on Distributor (TSI) altered assemblies made only upon Buyer's request. Tolerance information should be requested by the Buyer at the time of quotation, or when ordering Distributor (TSI) altered assemblies.

VALIDITY OF QUOTATION. TSI will honor all terms and conditions of written quotations involving sales and/or services, barring any and all circumstances effecting the quotation which are beyond reasonable control of TSI, for a period of 30 days.

PRICING. Price quoted is F.O.B. shipping point, prepaid and added unless otherwise agreed to in writing. Prices are subject to change in the event of any change in Buyer's requirements, specifically including a change in Buyer's delivery and/or production requirements. Prices are exclusive of all Federal, State, Municipal, or other governmental entity's excise, sales, use, occupational, or any other taxes now imposed or hereafter becoming effective during the term of this agreement; and if any such tax shall be due and payable, and if TSI shall be chargeable by law for collection of the same, Buyer will pay same to TSI on demand whether or not this transaction shall have been fully performed.

SHIPPING AND DELIVERY. For most orders, goods are sold F.O.B. TSI's warehouse. For special orders F.O.B. shipping point will be determined by delivery date requested and availability of goods. The shipping date specified is approximate only and may be effected by prior sales or circumstances beyond TSI's reasonable control. Lead time may be effected by delays in receipt of all data and Buyer's written approvals required to manufacture. Neither Buyer, nor TSI shall be liable for a failure to perform that arises from causes or events beyond either's reasonable control and without either's fault or negligence, including labor disputes of any kind.

CANCELLATION. In the event that Buyer requires TSI to stop work on, or to cancel the order or any part thereof, cancellation charges may be required. If so determined, Buyer shall pay the actual costs and overhead expenses for work in process and any materials and supplies procured, or for which non-cancelable commitments have been made by TSI in connection with Buyer's order. Buyer shall promptly instruct as to the disposition of the order, and TSI shall, if requested, hold the order for Buyer's account for a reasonable period of time. All costs for storage, insurance, handling, boxing, or any other costs in connection with such storage shall be borne by Buyer. In the event of cancellation, TSI shall be entitled to all applicable remedies under the Uniform Commercial Code, or other applicable law pursuant to the laws of the State of Michigan.

PAYMENT TERMS. Payment terms are 30 days net to preapproved open accounts. All invoices not paid when due will be subject to a 1-1/2 % per month penalty from the date the invoice is due to the date that it is paid. Buyer shall be responsible for any fees and costs incurred in connection with the collection of any of any sums due to TSI, the enforcement of any rights and remedies of TSI under these terms, or the determination of the construction or any portion of these terms and conditions.

RETURNS. Goods are not returnable without TSI's written permission, which must be obtained within 6 months after Buyer's receipt of the merchandise, subject to restock charges as outlined. Restock charges: standard stock - 20%; preloaded stock - 30%; non-stock goods - 50%; custom order goods are non-returnable. All restock charges will be reduced by 10% if an exchange of goods is involved. Buyer is responsible for all shipping charges of original delivery and return shipment.

WARRANTY. TSI only warrants that all goods sold are new, never used, and recognizes the good's manufacturer as the sole warrantor of merchantability and fitness for use. All other warranties, express or implied, are excluded from this transaction. Any repair work supervised by a TSI service representative does not re-establish the warranty on the repaired mechanism or machinery. There are no warranties express, implied, or otherwise, except as those set forth herein.

LIMITATION OF DAMAGES. In no event shall TSI be liable for incidental and/or consequential damages, nor shall TSI's liability for any claim or damages arising out of or connected with the goods supplied or the repair service rendered by TSI exceed the cost paid to TSI by the Buyer. The remedies provided herein shall constitute the sole recourse of the Buyer against TSI with respect to work or services advised by TSI, or with respect to any goods furnished by TSI, whether the claim is made in tort, contract, or admiralty, including claims based on warranty, negligence, or otherwise. The total amount of the purchase price of the goods sold, or the services rendered, is determined in part by the fact that the Buyer has agreed to so limit the liability of TSI.

INDEMNIFICATION. Buyer assumes entire responsibility and liability for losses, expenses, damages, demands, and claims based on any injury to persons (including death) or damage to property whether actual or alleged, sustained, or alleged to have been sustained, in connection with the performance of the work or goods sold (unless caused by sole negligence of TSI) including losses, expenses, or damages sustained by TSI, with the respect to the work or otherwise, and agrees to indemnify and hold harmless TSI, its agents, servants, and employees from any and all such losses, expenses, damages, demands, and claims, and agrees to defend any suit or action brought against all, or any of them, based on any such alleged injury or damage, and to pay all damages, costs, and expenses, including attorney fees, in connection therewith or resulting therefrom.

SERVICE INFORMATION. TSI's rates for the supply of field services are established based on the understanding that TSI personnel act only in an advisory capacity to Buyer's responsible representatives. Buyer shall furnish safe and proper working conditions and safe storage for any special tools or other property of TSI related to the performance of these services during the term of its need therefore.

TSI is not responsible for any materials or supplies furnished by Buyer or any third party, or for workmanship, acts or omissions of the employees, subcontractors, or agents of the Buyer or of any third party. Buyer understands that TSI's responsibility is limited to furnishing advice, and such responsibility does not extend to supervision of Buyer's or any third party's employees, subcontractors, or agents.

Buyer understands and agrees, with respect to the performance of TSI, or its employees or representatives of active services, that such employees or representatives in the course of such work shall be treated as Buyer's servants in all respects, and that Buyer shall be solely responsible theretofore without liability of TSI therefore in any respect.

All services shall be finally inspected and accepted promptly upon completion thereof and before TSI personnel leave the premises. Unless specifically agreed to in writing prior to departure of TSI personnel, the work will be considered completed, inspected, and accepted by the Buyer, and any claims not asserted by the Buyer in writing before departure are waived. Upon Buyer's submission of a claim as provided above, and its substantiation, TSI may, at its sole discretion, refund an equitable portion of the price.

INVALID PROVISIONS. The validity or unenforceability of any particular provision, in whole or entirety, or the terms herein shall not affect the other provisions hereof, and the terms herein shall be construed in all respects as if such invalid or unenforceable provision were omitted.

WAIVER OF TERMS. Failure or delay of TSI to insist upon strict performance of any of the terms and conditions contained herein, or to exercise any rights or remedies provided herein or by law shall not release Buyer from any of its obligations hereunder, and shall not be deemed a waiver of any right of TSI to insist upon strict performance hereof, or of any right or remedy of TSI as to any prior or subsequent default hereunder.

APPLICABLE LAW AND FORUM. This document shall be interpreted and enforced in accordance with the laws of the State of Michigan, and Michigan shall be the forum State for all disputes herein.

ACKNOWLEDGEMENT. Buyer acknowledges that the terms and conditions set forth herein have been read and are understood.

Company Name: _____

Authorized Signature: _____

Date: _____