

**Trumbull Industries, Inc.**  
**TERMS AND CONDITIONS OF SALE**

**CONTROLLING PROVISIONS:**

These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or quotation to Buyer not agreed to by Buyer and Seller prior to the date of this invoice. In the absence of written acceptance by Buyer, an acceptance of any goods covered by Buyer's order shall constitute an acceptance of these terms and conditions. No waiver, alteration or modification of these provisions shall be valid unless made in writing and signed by an officer or other authorized representative Seller.

**MODIFICATION OF TERMS AND CONDITIONS:**

No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

**ACCEPTANCE OF ORDER; TERMINATION:**

Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.

**PRICES AND SHIPMENTS:**

Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point.

**DELIVERY**

Trumbull has a fleet of trucks for deliveries with its marketing area. A common carrier may be used to supplement these deliveries. Material is subject to shipment, in whole or in part, at our option. Each shipment is subject to immediate invoicing. Trumbull is not responsible for merchandise after it has been delivered to a specific customer location.

Freight-in charges on non-stock items, delivery charges and handling charges will be added to your invoice, when applicable. When deliveries are made via common carrier, title to goods is transferred to buyer at shipping point. Trumbull will not be liable for loss, shortage or damage in transit. The customer should always check each incoming shipment to ascertain accuracy of delivery ticket before acknowledging receipt. Customer must report any apparent or concealed damage direct to the carrier and file all claims directly with the final carrier for reimbursement. Deliveries via common carrier are F.O.B. shipping point

**SELLER'S LIABILITY:**

Seller will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind, whether based upon warranty, contract or negligence, arising in connection with the sale, use or repair of the products.

**RETURN GOODS**

Return of merchandise will not be accepted without prior written authorization by Trumbull. A reasonable handling charge will be assessed on all return goods. Authorized returns will be issued credit, less a handling charge, and reconditioning charge, and freight charges where applicable, on the basis of price in effect when the material is returned or at the invoice price, whichever is lower. No credit will be allowed on material which is damaged or otherwise in a non-saleable condition. Material that was special ordered or manufactured in accordance to the customer's specifications cannot be returned for credit.

**SHIPMENTS:**

All material sent out will be carefully examined, counted and packed. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. No claim for shortages or damages will be allowed unless made in writing within seven (7) days of receipt of shipment. Claims for goods lost in transit must be made within seven (7) days of receipt of invoice.

**SPECIAL PRODUCTS:**

We cannot accept late cancellations or returns of non-stock items without the manufacturers' prior written permission. This may involve freight and handling charges at your expense. Please check this order carefully.

**PRICES AND DESIGNS:**

Prices and Designs are subject to change without notice.

**TAXES:**

The amount of any sales, excise and any other taxes, if any, applicable to the products covered by this order, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with a Tax Exemption Certificate acceptable to the taxing authorities.

**WARRANTIES:**

Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER Any warranty offered by a manufacturer applies and extends only to the original purchase of new goods. Seller's liability for damages, including direct and indirect as a result of a breach of manufacturer's warranty, shall not exceed such manufacturer's warranty. Copies of warranties are available and will be furnished to buyers upon request.

**WAIVER:**

The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

**CERTIFICATION:**

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

**PAYMENT TERMS:**

All net invoices are due by the 25<sup>th</sup> of the month following the date of shipment. As a condition of the sales agreement, a monthly service charge of the lesser of 2% or the maximum permitted by law may be added to all accounts not paid by net due date.

**QUOTATIONS:**

Quotations are for immediate acceptance and are valid for no more than 30 days unless otherwise stated. Prices quoted are on the basis of F.O.B. shipping point, unless otherwise specified. All clerical errors in quotations are subject to correction.

**CATALOG:**

Trumbull's catalog contains a list of products available from Trumbull Industries on a wholesale basis only. The catalog has been solely prepared for the convenience of its customers. No obligation is assumed by Trumbull to sell to anyone, at any price or at any time, the goods listed in this catalog. Listing of any item in this catalog does not constitute an offer to sell. Products are subject to availability from manufacturers and delivery as described herein. Trumbull reserves the right to withhold shipment of any item, or items to any customer, for credit reasons. Trumbull will use its best efforts to achieve accuracy in published prices, but Trumbull cannot guarantee accuracy. Trumbull is not liable for incidental, consequential, special or indirect damages, including, without limitation, lost business profits, with regard to a customer's use of the catalog.