

## **TERMS & CONDITIONS OF SALE: T-TOOL USA LLC**

### **Delivery**

Shipping dates are approximate and are based upon prompt receipt of all necessary information.

T-Tool USA LLC, "The Company", shall not be liable for delays in delivery or failure to manufacturer of delivery (1) due to causes beyond its reasonable control, or (2) due to acts of God, acts of the Purchaser, acts of civil or military authorities, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

In all cases, risk or damage to goods in transit shall fall upon the Purchaser, whose responsibility it shall be to file claims with the carrier.

### **Payments**

Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. If shipments are delayed by the Purchaser, payments shall become due on the date when the Company is prepared to make shipment. If the work to be performed hereunder is delayed by the Purchaser, payments shall be made based on the purchase price and the percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser if the financial condition of the Purchaser at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of the payment as agreed upon, the Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges, and in the event of bankruptcy or insolvency of the purchaser or in the event any proceeding is brought against the Purchaser, voluntary or involuntary under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period allowed for filling claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. All invoices are due and payable not later than 30 days from date of invoice unless specific terms have been agreed to or granted. The Company shall reserve the right to charge interest to invoices due past 60 days of invoice date at a rate of prime plus 1%.

Orders under \$250 may be prepaid by either; Mastercard, Visa, or American Express credit cards unless credit has been approved otherwise. Payments by check are to be mailed to: T-Tool USA LLC, P.O. Box 268087, Weston, FL 33326. PayPal now accepted!

### **Sales and Similar Taxes**

Unless otherwise stated herein, the Company's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present of future sales, use excise or other similar tax applicable to the sale or use of the equipment hereunder shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Company with a tax-exemption certificate acceptable to the taxing authorities.

### **Cancellations and Returns**

The Purchaser may cancel his order only upon written notice and upon payment to the Company of the reasonable and proper cancellation charges. No returns will be accepted after 30 days from the date of receipt of goods.

Cancellation charges are 15% of the order value on standard products. No cancellation will be accepted on special orders; these would include tooling that has been laser marked with purchaser's company name or logo. Returns are to be shipped back prepaid only.

### **Limitation of Liability**

The Company's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance of breach therefore, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under this contract shall in no case exceed the price allocable to the product covered by or furnished under this contract nor exceed the price allocable to the product or part thereof which gives rise the claim, In no event shall the Company be liable for special or consequential damages.

### **Security Title**

Title and right of possession of the products sold hereunder shall remain with the Company and such products shall remain personal property until all payments hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in full in each, and the Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Company.

### **General**

The Company will comply with all applicable Federal, State and local laws, and specifically represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

The product sold hereunder was not designed or manufactured for use in or with any atomic installation or activity. If so used, the Company disclaims all responsibility of every kind, including negligence, and in addition the Purchaser shall indemnify and hold the Company harmless for any liability or damage whatsoever arising out of the use of the product in such a manner.

### **Pricing / Delivery**

Pricing and availability are subject to change without notice. All orders will be furnished at prices in effect at the time of order.

### **Delivery Terms**

All shipping / pricing is Ex-Works (EXW) Weston, Florida 33327. We are not responsible for lost packages once they leave our facility. Buyer pays for all transportation costs and any insurance costs.