



GENERAL TERMS & CONDITIONS: T-TOOL USA LLC

Pricing

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

All pricing is quoted in US Dollars (USD) and does not include freight, packaging, and insurance. Orders under \$50.00 shall include a minimum order fee (MOV) of \$7.95

Sales and Similar Taxes

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

General Delivery Condition

T-Tool USA LLC, "The Company", shall not be liable for delays in delivery (1) due to causes beyond its reasonable control, or (2) due to acts of God, 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.

Delivery Terms

All orders are shipped Ex-Works (EXW) Weston, Florida 33327. We are not responsible for lost packages once they leave our facility. The BUYER pays for all transportation and any insurance costs.

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.

Terms of Payment

All invoices are due and payable no later than 30 days from date of invoice (Net 30 Days) unless specific terms have been agreed to or granted to the BUYER. The Company shall reserve the right to charge interest on invoices due past 60 days of invoice date at a rate of prime plus 1%. Any late payment fees, collection fees, including any courts costs, or attorney fees shall be paid for by the BUYER. NSF Check payments (insufficient funds) are subject to a \$25.00 handling fee

All payments by check made out to: T-Tool USA, are to be mailed to: T-Tool USA LLC, P.O. Box 268087, Weston, FL 33326. Most forms of electronic payment including credit card and wires are also accepted.

Cancellations and Returns

The BUYER may cancel an 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 sale of goods.

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

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 these terms, 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 BUYER 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 products sold hereunder are 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 BUYER 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.

*T-Tool USA LLC
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