

General Policy • Conditions of Sale

PACKING: All packing is available. Specify packing when placing order. All prices, packing, weights, finishes, measurements and designs are subject to correction and we are not responsible for errors.

DAMAGED MERCHANDISE: Concealed damage can occur from rough handling by carriers. The amount of this damage is collectible by you from the carrier upon presentation of proper claim with the carrier.

If you find damage upon unpacking the shipment, call the delivering carrier and ask for an inspection on concealed damage. The carrier will furnish proper forms for your claim. Do not return damaged merchandise to us. The carrier is responsible for the shipment when it is picked up from our factory. If the merchandise is returned to us, no claim can be filed.

FREIGHT POLICY: All goods are shipped and invoiced F.O.B. factory or warehouse location unless specified seller uses discretion forwarding by truck or UPS. UPS "Red Label" Air Service, which is guaranteed overnight, is charged at actual cost plus a \$10.00 handling charge. UPS Ground or similar ground service is charged at cost plus a \$2.00 handling charge per box/carton.

MINIMUM ORDER: Our minimum invoice is \$100.00. Orders less than \$100.00 are subject to a \$20.00 handling charge. No samples can be returned. No free samples over \$5.00 in value.

NEW ACCOUNTS: Credit approval by our credit department is required for open account terms. Please submit four credit references with initial order to expedite approval. Orders pending approval will require a 25% advance payment and will be shipped C.O.D.

CLAIMS: All claims must be made within 10 days after receipt of goods. Risk for the goods falls upon the purchaser upon leaving the warehouse of the seller.

RETURN OF MERCHANDISE: No returns of merchandise will be accepted without the prior written approval of the main office. With official return authorization, returns will be accepted for credit only against future purchases and no refund for any return credit will be made. All returns will be: (1) Subject to 33-1/3% restocking charge. (2) Computed on current price or sales price, whichever is lower and, (3) accepted only on a freight prepaid basis. Shipment must be strictly in accordance to return authorization. Shipment to any other location will be refused.

Unless Titan Hardware receives goods within 30 days of return authorization, the return authorization is void. Credits are applicable only towards the purchase of merchandise.

TERMS OF PAYMENT: 1%, 10 days, net 30 days. A service charge of 1-1/2% per month will be made on all past due accounts. If account is referred for collection or suit, customer agrees to pay reasonable attorney or collection agent fees of not less than 25% of the balance past due.

WARRANTY: Our warranty is limited to shipping a replacement for any defective item providing a written claim is made 10 days from receipt of goods. We will not allow or pay any claims resulting from use of such items, or any consequential damages. This warranty is in lieu of any and all other warranties and liabilities expressed or implied, including but not limited to any warranty of merchantability or fitness for any purpose and any liability for consequential damages arising out of the use of the product sold hereunder. Seller shall not be liable for consequential operational or contingent damages arising from this warranty, breach of contract, breach of warranty, negligence or any other legal theory. Seller will in no event be liable for any consequential, special or contingent damage or expense arising directly or indirectly from any defect in its goods or from the use thereof, nor is any other person authorized to assume for Seller any such liability. Such damages include but are not limited to loss of profits or revenue, loss of the use of the goods or any associated goods or equipment, cost of any substitute goods, facilities or services, downtime costs, cost of capital or claims of Buyer's customers for such damages or arising out of the use of the product sold hereunder. The foregoing warranty states Seller's entire and exclusive liability and Buyer's exclusive and sole remedy whether based on contract, negligence or otherwise. The remedy set forth herein shall be the exclusive remedy available to the Buyer. The liability of the Seller whether in contract, tort or under any warranty or otherwise, shall not exceed the price of the goods sold. Damage to the product by accident, misuse, abuse, modification or misapplication or by improper service or installation voids our warranty.

SHIPMENTS: All shipments within plus or minus 10% of the ordered quantity shall be accepted by the purchaser and be considered complete.

DELIVERIES: Seller does not assume responsibility for damages due to default or delay in production or delivery of all or any portion of any order resulting directly or indirectly from: (A) accidents to, or breakdowns of Seller's plant machinery or equipment; embargoes; fire; riots; national emergency; delays of suppliers, carriers, or other governmental restrictions, prohibitions, or allocations; or (B) any cause beyond the control of Seller. In no event shall Seller be liable for any consequential, special, or contingent damages arising out of Seller's default or delay in filling this order.

DIES, TOOLS, ETC.: Tools, dies, jigs, fixtures, gauges, and their engineering and design, are integral parts of Seller's manufacturing processes. Therefore, separate quotation to, or payment by Buyer for these items, supplied by Seller, conveys neither ownership nor the right of removal from Seller's factory.

TAXES: Taxes imposed by any present or future law of federal, state, county, or municipal authority on the manufacture, sale or use of the articles purchased hereunder and required to be paid by Seller shall be added to the amount to be paid by Buyer. Buyer shall furnish evidence of exemption if applicable. Taxes are not included in prices. Buyer shall reimburse Seller for any such taxes as Seller may pay or subsequently be assessed including interest and penalties thereon.

RESALE: We will only sell products to customers who purchase them for resale. You must advise Titan Hardware of your resale number at the time of opening an account.

ACCEPTANCE OF ORDER: Seller's acceptance of any order is expressly conditioned upon Buyer's consent to the terms and conditions of sale set forth herein.

CANCELLATION: For items referred to in Seller's catalog, cancellations of orders are subject to a service charge to cover the costs of initial processing or production of the order. Orders for items which are not referred to in the Seller's catalog or are special production or are specially plated for customer, are not subject to cancellation or return. Buyer shall have no right of set off.

TERMS: Shipments and deliveries shall at all times be subject to approval of Seller's Credit Department and Seller at any time may require payment in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If Buyer fails to pay any invoice on due date, in addition to any of its other rights or remedies but not in limitation thereof, Seller reserves the right to withhold further deliveries or terminate any contract with Buyer. Any unpaid amounts shall then become immediately due and payable.

GOVERNING LAW: All orders are executed by both Buyer and Seller with reference to the laws of the State of North Carolina and the rights of all parties and the construction and effect of every provision hereof shall be subject to and constructed to the laws of the State of North Carolina.

NON-ASSIGNMENT: The Buyer may not assign any rights without prior written consent of the Seller.

CATALOG: This catalog is meant for the use of the recipient only. It is not to be lent or given to other firms. Reproduction of this catalog or any parts thereof, including the layout, by any means is strictly prohibited. Should any portion of these conditions be violated, Titan Hardware maintains the right to demand the return of the catalog and claim damages.

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