



TRIMAN INDUSTRIES, INC.
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CUSTOMER ORDERS
TERMS AND CONDITIONS

1. PAYMENT TERMS:

Initial order will be Cash in Advance (CIA). A deposit may be required on an order and will be applied to the final delivery. After credit approval, net terms may apply. VISA, MasterCard, American Express, and Discover are accepted, and a processing fee of three percent (3%) for orders under ten thousand dollars (\$10,000.00) and two & one half percent (2½ %) for orders over ten thousand dollars (\$10,000.00) will apply for American Express transactions. Automated Clearing House (ACH) payments are accepted.

2. INTERNATIONAL PAYMENT TERMS:

Terms will be Cash in Advance (CIA) or as agreed upon prior to P.O. acceptance. All payments are to be made in United States Dollars (USD). The buyer is responsible for any fees associated with the exchange from foreign currency to USD. For international transactions, Triman will accept payment by Direct Bank Wire Transfer or credit card payment. VISA, MasterCard, American Express, and Discover are accepted, and a processing fee of four percent (4%) will apply for American Express transactions.

3. PRICING / VALIDITY:

Pricing is valid for quantities as per quote only. Quotation is valid for 60 days, unless specified otherwise. Products quoted as stock are subject to availability and prior sale.

4. MINIMUM ORDER:

Triman has a minimum order value of **\$100.00** per line item. Quantity minimums may apply and will be quoted accordingly.

5. QUANTITIES:

To our best effort, Triman will provide the quantity listed on the purchase order/contract. If unable to provide the full quantity, a request to the buyer will be made to modify the order. Providing a +/- 5% quantity variance on an order will reduce administrative time and facilitate processing.

6. CANCELLATION:

Request for cancellation of orders received will be reviewed and dispositioned on a case-by-case basis. Triman will accommodate whenever possible, however cancellation fees may apply. Once an order has shipped, the material is non-returnable without a formal request of an RMA number, and a restocking fee will apply.

7. CERTIFICATIONS:

Request for Certifications should be made at the time of quotation. Orders will receive a Triman Certificate of Compliance. Special certifications must be requested on the RFQ in advance and must be clearly identified on the purchase order.

Manufacturer's OEM certifications can also be provided, when requested in advance, and if available. Manufacturing (Non OEM's) certifications, when requested in advance and if available, can be provided. A fee will be charged for these certifications. Test reports (e.g., Chemical/Physical Mill reports and process certifications), requested in advance and when available, must be requested at time of quotation. These certifications must appear on the purchase order as a separate line item. A fee will be charged for these certifications.

8. PACKAGING:

Products are packaged commercial unless specified and quoted otherwise.

9. PACKAGE VALUE DECLARATION:

Triman is required by law to properly declare the full commercial value of the shipment and will not declare any value other than the actual full value of the shipment. There are no exceptions to this policy.

10. SHIPPING:

Triman will utilize the shipping instructions as specified on the purchase order/contract received. In the event no shipping instructions are on the purchase order/contract, Triman will ship prepay and add, most efficient way. The actual cost of shipping will be added to the invoice, COD charges, or credit card.

11. SHIPPING SCHEDULE:

Triman will provide and ship the product to the customer when available. Early delivery of product must be accepted unless determined and agreed upon in writing with and by Triman.

12. INTERNATIONAL SHIPPING / EXPORT ORDERS:

Unless agreed upon differently prior to P.O. acceptance, Triman will ship under DAP terms via FedEx International Priority for licensed goods or FedEx International Economy for unlicensed goods. Triman will prepay and add the shipping costs to the invoice or credit card as a line item.

13. OTHER FEES:

The buyer is responsible for any additional fees associated with the importation of a package (e.g., duties, taxes, brokerage charges, etc.). Triman will not estimate or pay for any of these fees.

14. REGULATORY / EXPORT CONTROL:

Some commodities and products are subject to further regulatory requirements. Any forthcoming order may require a Government Contract number for processing.

Some products require export control, end use, and end user certifications or export control licenses prior to processing. These types of orders could experience delays due to additional processing requirements. A non-refundable processing fee will be charged for any shipment requiring an export license.

This purchase order is contingent upon approval to obtain the proper licensing approval to ship. If Triman is unable to obtain the needed license or approval the sales contract is void with no penalties to either party.

Quotes are not applicable for parts shipping into Embargo restricted countries.

15. ERRORS:

Typographical and clerical errors are not binding and are subject to correction.

16. CLAIMS:

Non-conforming material must be reported to Triman's Quality Department in writing, via fax or email. The notice shall include purchase order number, part number and nature of the nonconformance. After initial investigation, the Quality Department will provide notification of a Return Material Authorization number and a mode of shipping the material back to Triman. A RMA number is required for all returns to Triman. Without one, material will be refused.

Claims for non-conforming material will be accepted for up to ninety (90) days after the shipment date.

Any claim after the ninety (90) days will be subject to further review.

Claims for shortages must be filed within fourteen (14) days of the receipt of the material.

17. APPLICABILITY:

These Terms and Conditions apply to Triman Industries commercial sales and customer orders.