



TERMS AND CONDITIONS OF SALE

1. **APPLICABILITY:** These “Terms and Conditions of Sale” apply to Triman Industries commercial sales and customer orders.
2. **PAYMENT TERMS:**
 - a. **U.S. Companies:** Initial order will be Cash in Advance (CIA). For subsequent orders a deposit may be required and will be applied to the final delivery. After credit approval, net terms may apply and subject to change by seller at any time. Credit cards are accepted. There will be up to a 3% fee for American Express transactions.
 - b. **Foreign Companies:** 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. There will be up to a 4% fee 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 **\$200.00** 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. Initially provisioning a +/-5% quantity variance on an order will reduce administrative time and facilitate processing in the event of a quantity variance.
6. **TERMINATION:** Request for cancellation of orders received will be reviewed and dispositioned on a case-by-case basis. Triman will accommodate whenever possible, however cancellation may not be acceptable and/or 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 (e.g. MFR C of C, test reports, etc.) must be requested on the RFQ in advance, must be clearly identified on the purchase order as a separate line item and will be provided with the shipment. Fees for certifications may apply.
8. **PACKAGING:** Products are packaged standard commercial unless specified and quoted otherwise.
9. **REGULATORY / EXPORT CONTROL:** Some commodities and products are subject to further regulatory requirements. Any forthcoming order will require end use information; if purchasing in support of a U.S. Government Contract or if the end user is in the U.S., the Contract # or end use company (as well as state located in) must be stated on the P.O. If purchasing in support of a foreign end use, an End User Statement will need to be completed and provided with the P.O. Some products require export license prior to processing. 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 with end user of Embargo restricted countries.

TERMS AND CONDITIONS OF SALE

10. DELIVERY:

- a. U.S. Companies:** Buyer must provide shipping instructions and carrier/account # on the purchase order/contract received. Triman will not prepay and add the shipping costs. Shipments will be F.O.B., point of shipment. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier.
- b. Foreign Companies:**
 - i.** Incoterms for all shipments will be Ex-Works (EXW; Incoterms 2010) point of shipment via approved courier service (FedEx, UPS or DHL) or approved freight forwarder. Triman will not prepay and add the shipping costs for international shipments. Triman will not drop ship to foreign destination. Routed transactions must be done in accordance with the U.S. Foreign Trade Regulations (FTR).
 - ii.** Triman will properly declare the full commercial value of the shipment and will not declare any value other than this. There are no exceptions to this policy.
 - iii.** 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.
- c. Schedule:** All acknowledged shipping dates are approximate, based on estimated lead time at the time the order is placed. Triman will provide and ship the product to the customer when available, but shall not be responsible for any delay or damages arising therefrom. Triman will not accept Liquidated Damages as part of any terms and conditions of any resultant order. Early delivery and partial shipments of product must be accepted unless determined and agreed upon in writing with and by Triman. Each shipment will constitute a separate sale and buyer shall pay for Goods shipped, whether each shipment is in whole or partial fulfillment of Buyer's order.

11. WARRANTY: Triman Industries, Inc. warrants the Factory New (FN) products supplied for a period of one year from buyer's receipt of delivery.

12. 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.

13. ERRORS: Typographical and clerical errors are not binding and are subject to correction.

14. FORCE MAJEURE: Triman shall under no circumstances be responsible for any failure to fill an order when due to failure to obtain export licenses/authorization, fires, floods, earthquakes, riots, strikes, freight embargoes, transportation delays, shortage of labor, inability to secure fuel, material, supplies or power or other energy requirements, or on account of shortages thereof, acts of God or of the public enemy, or any existing or future laws or acts of Government (including specifically, but not exclusively, any orders, rules, or regulations issued by any official of any such government) affecting the conduct of Triman's business which, in its judgement and discretion, Triman deems advisable to comply with either as a legal or other duty, or to any other cause beyond Triman's reasonable control.