



Sales Terms and Conditions

1. **PRICES:** Prices are subject to change without notice and prices will be T&T Enterprises, Inc. ("Company") prices in effect on the shipment date. All prices are F.O.B. Company's warehouses, exclusive of any taxes or duties or any other charge that may be imposed in connection with the transaction between Company and the business making the purchase ("Buyer") unless agreed to otherwise during quotation. Taxes, duties and charges shall be paid by Buyer.
2. **MINIMUM ORDER POLICY:** The minimum order charge is \$150.00 regardless of actual net value of a shipment below that amount.
3. **SCHEDULING:** Shipment dates may not be delayed by Buyer under any circumstances.
4. **DELAYS AND LIMITATIONS:** Company shall not be liable for any delay or failure to perform if caused by an event or contingency beyond its reasonable control, irrespective of the nature thereof. Company shall attempt to meet any production, shipment or delivery date specified, but in no event shall Company otherwise be responsible or liable for failure to produce, ship or deliver by such date; nor shall Company be liable to Buyer or any third party for indirect or consequential damages due to delays in the production, shipment or delivery of Goods, whether or not to causes within Company's control.
5. **SHIPMENT:** Unless otherwise specified by Company, the method and route of shipment will be at the discretion of Company and be made F.O.B. Company's dock. All shipments shall be at Buyer's risk and shall not be insured, unless otherwise requested in writing by Buyer.
6. **PAYMENT:** Unless otherwise specified by the Company, payment terms will be NET 30. Buyer credit shall be accepted by Company prior to receiving NET 30 payment terms.
7. **ACCEPTANCE:** All sales made by Company are made only on these terms and conditions of sale. Our price list and/or quote are an offer to sell by Company. Any purchase order resulting from any current price list and/or quote of the Company, to which these terms and conditions may or may not have been attached, shall be construed as written acceptance of our offer to sell in accordance with these terms and conditions. Any different or additional terms submitted by Buyer are hereby objected to and shall not be binding upon the parties unless agreed in writing by Company. Variation in quantity shown may alter price quoted.
8. **ACCEPTANCE OF GOODS:** Buyer shall examine all Goods immediately upon receipt and shall be deemed to have accepted said Goods as conforming unless Company is notified to the contrary within seven (7) days of the time of receipt of Buyer.
9. **DESIGN LIMITATION:** Company does not warrant that all goods and services shall be fit for the purpose intended, or that the material specification, or any other nationally or internationally recognized design organization, referenced on the Company Certified Material Test Report ("CMTR") or Buyer purchase order design will be free from defect in design. Company does not perform any design functions for the Buyer. Company does not accept any charges related to cost incurred by Buyer due to a faulty design or insufficient capability for the products intended purpose.
10. **LIMITATION OF BUYER'S REMEDIES:** Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Company to Buyer with respect to the Goods, whether based on contract, negligence, and strict tort or otherwise. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY PARTY WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES OR LIABILITY FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND IN NO EVENT SHALL THE LIABILITY OF COMPANY WITH RESPECT TO THE CONTRACT OF SALE, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS.**



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11. PATENTS: Without limiting the generality of the foregoing, Company makes no representation or warranty whatsoever as to any patent matters.

12. RETURNS: Goods may not be returned for any reason unless prior written permission is obtained from Company.

13. TERMINATION BY COMPANY: Company reserves the right to unilaterally terminate the contract for sale of the Goods at any time Company determines that Buyer's credit is not satisfactory.

14. CANCELLATION BY BUYER: Orders may be cancelled only with Company's written consent, and upon terms that will indemnify Company against loss arising from such cancellation.

15. BINDING EFFECT: These terms shall be binding upon and inure to the benefit, as appropriate, of Company and Buyer and their respective successors and assigns.

16. APPLICABLE LAW: This instrument and performance hereunder shall be governed by the laws of the State of California.

17. MODIFICATION: ENTIRE AGREEMENT: No modification of the terms and conditions specified herein shall be binding upon the Company unless agreed to by the Company in writing. No waiver of any right or remedy available to Company in any instance shall constitute a waiver of any right or remedy subsequently. The terms and conditions hereof, constitute the final and exclusive agreement between the parties.