

TERMS AND CONDITIONS OF SALE
COVERING
QUOTATIONS FROM TRITON INDUSTRIES, INC. (TRITON)

- No. 1 – Terms:** Net 30 days. No discounts. 1.5% per month service charge on all past due accounts. F.O.B. Triton, Chicago, IL 60651
- No. 2 – Quotation:** Clerical errors subject to correction. All orders subject to acceptance at Seller’s home office.
- No. 3 – Price:** Prices on accepted orders are based on market prices of material and labor and are subject to adjustment to such current costs. Quantity prices are based on delivery within 60 days.
- No. 4 – Quantities:** All quotations are based on Buyer accepting overruns or under runs not to exceed (10%) of quantity released.
- No. 5 – Deliveries:** The Seller does not assume responsibility for damages growing out of, or owing to, delays in delivery.
- No. 6 – Quality:** Stamping industry practice does not include removal of burrs, special cleaning or preparation for finishing, special packaging or 100% inspection unless specifically agreed upon.
- No. 7 – Cancellation:** An order may be cancelled or delivery deferred only upon the condition that the Buyer assume immediate liability for all costs involved.
- No. 8 – Claims:** Claims by Buyer must be submitted within 30 days of receipt of shipments. Seller is not liable beyond value of parts shipped. No claim for defective parts will be allowed where further processes have been added by the Buyer. No Buyer’s rework charges, freight or credit for returned goods will be allowed without authorization by Triton.
- No. 9 – Dies:** Seller agrees to keep dies in normal repair. Buyer’s right of removal can be exercised only upon additional payment of 30% of initial tooling costs.
- Seller will charge for cost of adaptation, modification or excessive maintenance of dies furnished by Buyer.
- Dies inactive for two (2) years may be scrapped by Seller upon 30 days notice to Buyer. No scrap allowance will be given for tools scrapped.
- No. 10 – Special Services:** Where the Buyer requests additional services such as finishing, heat treating, use of Buyer’s material, etc. a service charge will be added to the cost of the item. Scrap resulting from stamping of customer material customarily becomes property of Seller.
- No. 11 – Patents:** Seller does not assume any liability for patent or license infringement.

- No. 12 – Taxes:** Any taxes imposed by Federal, State or local authorities on the manufacturing or sale of articles covered by Buyer's order shall be charged to the Buyer.
- No. 13 – Insurance:** Unless a special agreement is made, Seller assumes no responsibility for destruction or partial destruction of Buyer's property due to fire or other casualty beyond Seller's specific and reasonable control.
- No. 14 – Electronic Data:** All quotes and purchase orders submitted/received via email and/or facsimile are subject to all terms and conditions.
- No. 15 – Returns:** Merchandise may not be returned without prior authorization; RMA number required.
- No. 16 – Collection:** Customer agrees that it will pay and discharge all reasonable costs, including attorneys' fees and expenses, which may be incurred by Seller in obtaining payment of the invoice.
- No. 17 – Damages:** The Buyer shall indemnify and save harmless the Seller from and against all loss of damage arising out of injuries to or death of persons, and damage to or destruction of property in any manner caused by, incident to, or connected with the products furnished by the Seller, wherever the same may be during the aforesaid period.
- No. 18 – Force Majeure:** Service and deliveries by the Seller shall be subject to floods, strikes or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government, Acts of God, or any other similar or dissimilar cause beyond the Seller's reasonable control.
- No. 19:** Purchase Orders, submitted by customer to Triton in furtherance of Quotations, must conform to the requirements of these specified Terms and Conditions. To the extent, if any, that the general terms and conditions of the customer's Purchase Order are inconsistent to the general Terms and Conditions set forth in Quotations, it is agreed, by and between the parties to that Purchase Order that the terms and Conditions set herein shall be deemed incorporated into the Purchase Order and to the extent, if any, of any inconsistency between these general Terms and Conditions and the general terms and conditions of the Purchase Order, it is the Terms and Conditions of Quotations which shall control, notwithstanding anything to the contrary set forth in the Purchase Order which attempts to negate prior oral or written agreements and understandings of the parties. The acceptance by Triton of any Purchase Order submitted in furtherance of Quotations shall not, under any circumstances, be deemed as a waiver, by Triton, of these General Terms and Conditions.