



TERMS AND CONDITIONS OF SALE

1. CONDITIONS OF SALE – All prices quoted are FOB-Factory/EX-Works unless clearly noted in writing otherwise. Terms of payment are Cash-in Advance, unless Credit Terms have been established and approved by Seller (Trans-Tek, Inc.) in advance. Seller will accept approved Credit Card payment on a case-by-case basis. All freight, taxes, fees, third-party surcharges, duty, import/export costs, tariffs are the sole responsibility of the Buyer. All sales and subsequent legal action thereof are governed by the State of Connecticut law and statute.
2. SHIPMENTS – Seller encourages Buyer to supply Buyer's preferred shipment carrier and account at time of Order. In all other cases, for Buyers with established credit terms with Seller, Seller will pre-pay shipment and add to Invoice(s). In cases where Buyer has not established credit terms and "pre-pay and add" shipment is necessary, Seller will provide the Shipping Charges in the form of a Proforma Invoice to be approved by Buyer prior to Order acceptance by Seller.

Goods will be packaged in a reasonable manner to ensure safe transport to destination. If special handling or packaging is required by Buyer, all costs associated with Special Handling and Packaging will be paid by Buyer.
3. WARRANTY – Seller warrants their Goods against defects in material and workmanship for a period of twelve (12) months from date of shipment. Seller shall, at its sole and absolute discretion, replace or repair any Goods which prove defective as confirmed by Seller. All warranty claims must be made in writing to Seller. Shipment to Seller of warranty items is the responsibility of Buyer and a Seller-approved Return Material Authorization (RMA) must be issued by Seller in advance of return shipment. If the item is found to be covered under Warranty, Seller will bear the cost of repair or replacement AND return shipment.

In no event and under no circumstances shall Seller be liable for (a) damages in shipment; (b) failures or damages due to misuse, abuse, improper installation or abnormal conditions of temperature, pressure, dirt, or corrosives; (c) failure due to operation, intentional or otherwise, above rated capacities; and (d) non-authorized expenses for removal, inspection, transportation, and non-Seller repair or rework of Goods under warranty.

This warranty is in LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THIS WARRANTY CONSTITUTE ANY BUYER'S AND USER'S SOLE AND EXCLUSIVE REMEDY, AND ARE IN LIEU OF ANY RIGHT TO RECOVER FOR NEGLIGENCE, BREACH OF WARRANTY, STRICT TORT LIABILITY OR UPON ANY OTHER THEORY. Any legal proceedings arising out of
- sale or use of Seller's Goods must be commenced with eighteen (18) months from the date of shipment.
4. SECTION INTENTIONALLY LEFT BLANK -
5. CANCELLATIONS AND RETURNS – Orders that have been acknowledged by Seller may not be cancelled without written request and approval by Seller. As a minimum, a 25% re-stocking fee will be assessed to the cancellation or return of mis-ordered Goods.

Any and all Goods returned to Seller for any reason must, have a Seller-authorized Return Material Authorization (RMA) number issued by Seller in advance of return shipment.
6. FORCE MAJEURE – Neither Buyer nor Seller will be liable for failures to produce, ship or take delivery of Goods when such failures are due to conditions beyond either Buyer or Seller's control, including strikes and labor disputes within each parties respective organization or the organization of suppliers, unavailability of transportation for supplies or finished Goods, war, acts of terrorism, civil disturbances, fire, flood, acts of God and inability for any reason to secure necessary labor, materials or supplies.
7. LIMITATION OF LIABILITY – Under no circumstances will Seller be liable for direct damages beyond the contractual value of the Goods sold to Buyer. Under no circumstances will Seller be liable for consequential and/or liquidated damages to the Buyer.
8. INDEMNIFICATION – Both Seller and Buyer mutually indemnify and hold harmless one another against any and all suits, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and other costs of defending any action) which such parties may sustain or incur; (a) in connection of a breach of any representation, warranty or undertaking made by each party in execution of this agreement, (b) in connection of the design, development, manufacture, distribution, sale, use or repair of the Goods, whether the claim be based upon a theory of breach of contract or warranty, negligence or strict liability, other tort, infringement, misappropriation or any other legal theory or (c) as a result of any suit, claim or demand under any environmental, health, safety laws, rules, regulation or requirement.
9. INTELLECTUAL PROPERTY – Seller stipulates that the sale and supply of Goods do not infringe upon any United States or foreign patents, trademarks, copyrights, trade secrets or any other form of Intellectual Property.