

STANDARD TERMS & CONDITION OF SALE

TERMS

It is understood and agreed that TECO Metal Products Standard Term and Condition of Sale will be followed explicitly. Our terms for online sales are Prepay with credit card or via Paypal. Payment must be received prior to manufacturing and/or shipping. If you are interested in establishing terms with our company, please print our credit application and fax back to us. Please also print this page, sign and fax back with your credit application. Our terms are Net 30 days (from the invoice date). In the event that a customer has an unpaid past due account, outside fair business principles, TECO Metal Products may refuse shipments to be sent, until the account is current and reinstated. Prices and specifications are subject to change without notice.

SHIPPING

All shipments are FOB of Dallas, Texas. TECO Metal Products will ship to the initial specified destination, within the Continental U.S., by a freight line of our choosing. Fees for dock storage, airfreight, and reconsignment, returned freight or any additional handling charges by the freight lines are excluded. Inspection for damages, shortages, or inaccuracies of the shipment must be made upon receipt. Claims are required within 30 working days, with the carrier.

CONFIRMING ORDERS

When ordering online, confirmation of your order is sent by email. When ordering by telephone, confirmation of the purchase order is necessary by mail or facsimile machine within 5 working days, with CONFIRMATION stated clearly. If a second shipment results from duplicating an order that is not marked confirmation, freight may be returned by prepaid shipment, on standard products only, unless TECO Metal Products concedes otherwise.

SUBMITTAL

Submittal and/or specifications can be provided with special quotes for examination on special quoted products. Receipt of an order verifies that submittal information was examined and was therefore accurate as submitted.

WARRANTY-TECO METAL PRODUCTS MANUFACTURED PARTS

In the event that defects in workmanship or materials originate in any part manufactured by TECO Metal Products, FOB point of manufactured, we guarantee to repair or replace that part, within three (3) months of the shipment date.

WARRANTY – OTHER SUPPLIED PARTS

Additionally, TECO Metal Products guarantees to replace standard components purchased new from a TECO Metal Products vendor, (motors, controls, etc.) that may be found defective, within twelve (12) months of the installation date. The components warranty, however, excludes service call charges and labor cost for replacing or adjusting the defective part.

LIMITATION OF WARRANTIES

Misapplication, destruction, negligence or alteration constitutes the warranty and/or the components warranty of TECO Metal Products products and/or parts, null and void. This warranty is provided in lieu of all other written, stated, or implied warranties.

MATERIAL RETURN AUTHORIZATION

Preauthorization is required to return qualified TECO Metal Products products. A material return authorization (MRA) form with the products specified, and MRA number must accompany the undamaged and unused stocked products. A 20% restocking fee, plus freight charges in both directions may be applied to items returned within thirty (30) days, and an additional 5% for each thirty (30) after, up to ninety (90) days. No MRA is accepted after 90 days.

CANCELLATIONS

Since special or modified products cannot be used as part of our inventory, we may refuse cancellation of such items. The suppliers refund policy will be considered for refunding the cost of special parts and/or materials.

BACKCHARGES

Claims for back charges must be submitted to TECO Metal Products in writing, by either mail or facsimile machine, within thirty (30) working days from the installation date, by you only, and not your customer. Back charges may be limited to our cost of replacing the product or field repairs, (see TECO Metal Products warranty) and we do not automatically authorize repairs without notification. In the event of a pending claim, do not subtract back charges from the invoice or withhold payment, unless granted otherwise. Claims may not be honored on unpaid invoices. We may refuse back charges resulting from changes in factory products out of our control, or unpublished specification data, in as much as our products are manufactured by the most current submitted literature.

CREDIT REFERENCES

TECO Metal Products may require the credit references of at least 3 sources before extending credit to a new account. Credit may be denied if unfavorable information is given, which would require payment in full, in advance. Information provided to our credit department will be held in strict confidence. We appreciate your cooperation in providing this information.

Please return via fax or mail with completed application.

Signature _____

Title _____