

Website - Terms & Conditions

The following terms and conditions govern all qualifications of prices of Tennille, Inc. products, services and materials, whether made pursuant to Internet, oral or written orders.

1. **TERMS AND CONDITIONS TO GOVERN** – These terms and conditions represent the final and complete agreement of the parties and no terms or conditions in any way modifying or changing the provisions stated herein shall be binding upon Tennille, Inc. unless made in writing and signed and approved by an officer or other authorized person at Tennille, Inc. No modification of any of these terms shall be modified by Tennille's shipment of goods following receipt of Buyers purchase order, shipping request or similar forms containing printed terms and conditions additional to or in conflict with the terms herein. If any term, clause or provision is declared to be held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
2. **ACCEPTANCE OF ORDERS** – All orders are subject to written price verification by authorized Tennille, Inc. personnel unless designated in writing to be firm for a specified period of time. Shipment of goods without written price verification does not constitute acceptance of the price contained in the order.
3. **SUBSTITUTION** – Tennille, Inc. reserves the right to substitute an alternative product of like kind, quality and function. If the Buyer will not accept a substitute, the Buyer must specifically declare that no substitution is allowed when the buyer requests a quote, if such request for quote is made, or, if no request for quote was made, when placing an order with the Tennille, Inc.
4. **PRICE** – Prices, including any transportation charges, are subject to change without notice unless specifically designated as firm for a specific period pursuant to a written quote or written sales acceptance issued or verified by an officer or other authorized personnel of Tennille, Inc. A price designated as firm for a specific period may be revoked by Tennille, Inc. if the revocation is in writing and is mailed to the Buyer prior to the time a written acceptance of the price is received by Tennille, Inc. All prices and deliveries are FOB shipping point. Tennille, Inc. reserves the right to cancel orders in the event selling prices which are lower than prices quoted are established by government regulations.
5. **TRANSPORTATION** – Unless otherwise provided, Tennille, Inc. shall use its judgment in determining carrier and routing. In either case, Tennille, Inc. shall not be liable for any delays or excessive transportation charges resulting from its selection.
6. **PACKING** – Unless otherwise provided, Tennille, Inc. will comply only with its minimum packing standards for the method of transportation selected. The cost of all special packing, loading or bracing requested by Buyer will be paid for by Buyer. All cost of packing and shipment for Buyer's special equipment shall be paid for by Buyer.
7. **PAYMENT TERMS** – With approved credit, payment terms are Net 30, with a carrying charge of 1-1/2% per month for payments received after 30 days. Tennille, Inc. reserves the right to require advance payment or satisfactory security for the goods if the financial condition of Buyer

so warrants as determined by Tennille, Inc. If Buyer fails to make payment in accordance with terms of this agreement or any collateral agreement or fails to comply with any provisions hereof, Tennille, Inc. may, at its option (and in addition to other remedies), cancel any unshipped portion of this order. Buyer is to remain liable for all unpaid accounts.

8. TAXES AND IMPORT/EXPORT LICENSES – Prices do not include taxes. Taxes are paid by Buyer upon invoice from Tennille, Inc. unless Buyer provides a valid exemption certificate acceptable to the taxing authority or unless Tennille, Inc. is forbidden by law from collection of said taxes from Buyer. Import or export licenses are to be secured by Buyer.

9. TITLE AND RISK OF LOSS – Delivery to carrier shall constitute delivery to Buyer, and thereafter risk of loss or damage shall pass to Buyer. Any claim of Buyer relative to damage during shipping or delivery should be made directly to the carrier. Any claims by Buyer against Tennille, Inc. for shortage or damage occurring prior to such delivery to carrier must be made within five (5) days after receipt of the goods and accompanied by the original transportation bill signed by carrier noting that carrier received the goods from Tennille, Inc. in the condition claimed. Notwithstanding passage of the risk of loss to Buyer, title and right of possession to the goods sold hereunder shall remain with Tennille, Inc. until all payments hereunder, including deferred payments evidenced by notes or otherwise, interest, carrying charges, and attorneys' fees, shall have been made in cash, and Buyer agrees to do all acts necessary to perfect and maintain such right and title in Tennille, Inc.

10. RETURN OF PRODUCTS – We stand behind the quality of our products. If quality is disputed, contact Tennille, Inc. immediately. Goods cannot be returned, and orders once accepted by Tennille, Inc. cannot be canceled except upon the written approval of Tennille, Inc.

11. FORCE MAJEURE – Tennille, Inc. shall not be liable for failure to perform its obligations resulting directly or indirectly from or contributed to by acts of God; acts of Buyer, civil or military authority, including wage and price controls; fires; war; riot; delays in transportation; lack of or inability to obtain raw materials (including energy sources), components, labor, fuel or supplies; or other circumstances beyond Tennille, Inc.'s reasonable control, whether similar or dissimilar to the foregoing. If certain quantities are affected and other quantities are not, the quantities affected shall be eliminated without liability, but the agreement shall remain unaffected. Tennille, Inc. may, during any period of shortage due to any of said causes, allocate its supply of such raw materials among its various users thereof in any manner which Tennille, Inc. deems fair and reasonable. In no event shall Tennille, Inc. be liable for special or consequential damages for any delay for any cause.

12. REASONABLE ATTORNEY'S FEES – In the event suit or other proceedings shall be brought for the recovery of the purchase price, or any unpaid balance, or the breach by Buyer of any term herein contained, Buyer shall pay to Tennille, Inc., in addition to any damages proved by law, reasonable attorney's fees and costs of collection.

13. LIABILITY – Tennille, Inc. shall not be responsible, obligated, or liable for any injury or damage resulting from an application or use of its products, either singularly or in combination with other products, arising out of acceptance of this order. Tennille, Inc. shall have no liability for

errors in weight or quantity delivered unless claim is made by Buyer within five (5) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received the goods from Tennille, Inc. in the condition claimed. If such timely claim is made by Buyer, and the claim is deemed valid by Tennille, Inc., Tennille, Inc. may fulfill its responsibility by either shipping the quantity necessary to make good the deficiency, or at Tennille, Inc.'s option, crediting Buyer with the invoice price of the deficiency.

14. **WARRANTY** – All goods sold by Tennille, Inc. are warranted to Buyer to be free from defects in material and workmanship and manufactured in accordance with industry standards for a period of thirty (30) days after Buyer's receipt of material. The foregoing warranty is non-assignable and in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise, including but not limited to any implied warranties of merchantability or fitness. No agent, employee, or representative of Tennille, Inc. has any authority to bind Tennille, Inc. to any representation, affirmation, or warranty concerning the goods, and any such representation, affirmation, or warranty shall not be deemed to have become a part of the basis of this agreement and shall be unenforceable. Any claimed defect in material or workmanship shall be deemed waived by Buyer unless submitted to Tennille, Inc. in writing within five (5) days from the date Buyer receives the goods. Tennille, Inc. shall not be liable under the foregoing warranty if any loss or damage is caused by improper application or use of the goods. Tennille, Inc. disclaims all liability with respect to the design of the goods and makes no warranty with respect to such design. This warranty is in lieu of and excludes all other warranties, whether express, implied, or statutory, including implied warranties of merchantability or fitness.

15. **TENNILLE MAKES NO WARRANTY EXPRESSED OR IMPLIED TO THE SUITABILITY OF THIS PRODUCT FOR THE BUYER'S APPLICATION, NOR ITS SUCCESSORS, ASSIGNS, CUSTOMERS AND THE USER OF ITS PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, AGAINST INFRINGEMENT, FROM THE COURSE OF DEALINGS WITH THE PARTIES, AND FROM USAGE OF TRADE.**

16. **REMEDIES AND LIMITATION OF LIABILITY** – Tennille, Inc. shall not be liable for incidental or consequential losses, damages, or expenses arising directly or indirectly from the sale, handling or use of the goods, or from any other cause relating thereto. Tennille, Inc.'s liability, in any case, including for claims of breaches of warranty or negligence is exclusively limited, at Tennille, Inc.'s option, to the replacement of goods not complying with this agreement, the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods, or repairing or arranging for repair of the goods. If Tennille, Inc. requests the return of the goods, the goods will be redelivered to Tennille, Inc. in accordance with Tennille, Inc.'s instructions. The remedies contained in this paragraph constitute the sole recourse of Buyer against Tennille, Inc. for breach of any of Tennille, Inc.'s obligations, whether of warranty or otherwise. As long as Tennille, Inc. makes a good faith effort to rectify any breach, the remedies provided for herein shall be deemed satisfied.

17. **SELECTION** – Buyer represents that the goods sold hereunder are fit for their actual or intended use and that Buyer placed no reliance on Tennille, Inc.'s skill or judgment in selecting

suitable goods or materials or in the design of suitable goods and materials. Buyer represents that the use and installation of the goods shall be made in compliance with all applicable government requirements. Buyer will defend, indemnify and hold harmless Tennille, Inc., its successors, assigns, and subsidiaries from and against all costs (including attorney's fees), damages, and liabilities resulting from actual or alleged claims asserted or any penalties proposed or assessed Tennille, Inc. for any alleged violation of any federal, state or local law, rule, regulation or standard, by reason of or in connection with any use of the goods delivered hereunder.

18. CHOICE OF LAW – This agreement and matters connected with the performance thereof shall be construed in accordance with, and governed by, the law of the State of Texas as if it were executed and performed entirely within the State of Texas. Further, it shall be construed to be between merchants.

19. GENERAL – Any assignment of this agreement or any rights or obligations there under by the Buyer without the written consent of Tennille, Inc. shall be void. Tennille, Inc. reserves the right to correct all typographical or clerical errors that may be present in the prices or specifications. The waiver by Tennille, Inc. of any breach of these terms and conditions shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same provision on any other occasion, nor operate as a waiver of Tennille, Inc.'s right to enforce any right by such remedies as may be appropriate. The rights and remedies of Tennille, Inc. under these terms and conditions shall be cumulative and the exercise of any of them shall not be exclusive of any other rights or remedy provided herein or allowed by law.

This terms and agreement policy contains the entire and exclusive agreement between the parties and is not subject to modifications except by written agreement signed by both parties.