



STANDARD TERMS AND CONDITIONS

1. Contract Formation: This quote is a contract once the Buyer issues a purchase order for the items listed, receipt of which implies acceptance of all terms and conditions stated below. Unless extended, this quotation will expire sixty days from the date of the last revision.
2. Returns and Cancellations: All products, unless otherwise specified, are configured to Buyer's specifications and are not returnable or refundable after receipt of PO or shipment.
3. Freight Shipments: A "Limited Access fee" of \$95.00 will automatically be assessed for deliveries to any destination which requires drivers to "sign in" or alert security, or for any dock or delivery restriction. Deliveries will be assessed an additional \$100 if there is a lift gate required and \$75 if inside delivery is required. Unless otherwise instructed, TBC will use reasonable commercial judgment for choice of carrier.
4. Blanket Wrap Shipments: This shipment method, when applicable, includes wrapping in cotton shipping blankets. Each item is tied using custom straps and logistics tie downs in the truck cargo area. Rate is based on capacity to accept a 53' trailer at the project site. Add \$450 to the rate quote if the site cannot accept a 53' trailer.
5. Boxing and Handling: Includes wrapping, palletizing and packing of all trucks, and freight containers as required. Shipments within the continental USA will be F.O.B. origin. International shipments are handled on a case-by-case basis.
6. Installation: This service, when applicable, includes mechanics on site to unpack, assemble and clean-up. Union labor requirements require additional fees and must be specified.
7. Design + Project Management: Assessed on all projects requiring customization, detailed review drawings, specialty design/management.
8. Taxes and Fees: For projects being delivered or installed in New York or Connecticut, Buyer will be charged all applicable sales tax unless a valid tax exemption form or resale certificate is produced or on file with TBC prior to shipment. If buyer is unable to provide a tax exemption or resale form then sales tax is applicable on all goods, services, and project related costs. For states other than NY and CT, Buyer shall be responsible to file and pay all applicable sales tax. Buyer shall be responsible to file and pay any non-U.S. tax and duties as well as customs/brokers fees assessed from transfer of title and delivery.
9. Intellectual Property: Buyer acknowledges that the patterns, designs, constructions or assembly of merchandise in this contract may be covered by applicable patent, copyright, trademark, or other law and agrees not to copy or cause to be copied, directly or indirectly, any of the patterns, designs, construction or assembly of said merchandise.
10. Storage: Buyer's inability to accept merchandise within 30 days of agreed-to delivery date will result in storage fees assessed on the total project cost not less than \$250 per month.
11. Warranty: TBC Consoles warrants that its products are free from defects in material and workmanship. TBC will repair or replace, at its discretion, any of its products found to be defective pursuant to our Limited Lifetime Warranty available at:
http://www.tbconsoles.com/specs/TBC_Warranty_2016.pdf