



TWT PRODUCTS TERMS AND CONDITIONS/USA

ORDER PROCESSING:

2 weeks minimum

BLANKET ORDERS:

Accepted with the time period not to exceed six (6) months from date of original purchase order.

SHIPPING AND HANDLING:

All shipments F.O.B. TWT company warehouse(s). Shipments will be sent out the least expensive way (generally UPS) unless otherwise requested by customer. Large orders which exceed the size limitations of UPS will generally be sent via common carrier.

All products will be properly packaged, skidded or crated, and ready for shipping. If necessary, TWT will assist Purchaser to arrange shipping from F.O.B. point of origin to Purchaser's point of destination.

DELIVERY:

Contact TWT for specific information regarding ship time for orders. Most products require two to six weeks from date of order to delivery. Please allow sufficient time for delivery unless other arrangements have been made.

TWT shall not be liable for any failure or delay in furnishing the equipment, material or labor resulting from fire, explosion, flood, storm, Act of God, Government acts / orders / regulations, hostilities, civil disturbances, strikes, labor difficulties, delay of carrier, non-delivery of parts by the manufacturer or other causes beyond its control.

PAYMENT TERMS

Other than advanced payment, all orders are C.O.D. unless you have an established account with us. If you wish to open an account, please contact us for a credit application. Terms are Net 30 days from invoice date. A service charge of 1 1/2 % will be assessed monthly to all accounts which have an outstanding balance after 30 days. All past due accounts are automatically put on C.O.D. until the account is brought current.

NOTICES:

TWT makes no warranty of merchantability or fitness for a particular purpose other than as described in TWT Owner's Manual. All equipment or products referenced herein are subject to availability and to be discontinued by TWT without notice. Should specific models become unavailable, TWT reserves the right to substitute functionally equivalent TWT models and/or configurations for those models discontinued.

RETURNS:

No returns will be accepted without written return authorization from TWT and according to TWT return policy.

TAXES:

All orders subject to applicable sales tax unless a valid resale certificate is furnished. Prices do not include taxes. Consequently, the amount of any present or future sales, use, excise or other applicable tax to the sale of the products shall be paid by the Purchaser unless a properly executed tax exemption certificate acceptable to the tax authorities is provided. Purchaser is responsible for remittance of all applicable taxes.

ALL PURCHASE ORDERS:

TWT reserves the right to accept or reject any order. Orders received, acknowledged, and accepted by TWT are considered firm and non-cancelable. Changes made to orders by Purchaser may be subject to price adjustments. Custom orders and orders designed specifically for Purchaser cannot be cancelled once the construction material has been ordered and/or production has begun. Any requested cancellations will incur the price of materials ordered and design and manufacturing time spent up to that time.

PRICES:

Subject to change at any time with written notice. Products are sold at prices in effect at the time of order, according to the TWT price schedule.

IN-TRANSIT DAMAGE:

TWT cannot be held liable for equipment damaged, container shortages, or shipments lost by freight carrier. Shipments should be inspected for visible damage at time of delivery, and carrier's receipt or Bill of Lading should be noted "Internal Condition Unknown" before Consignee signs acceptance of delivery. All in-transit damage claims should be placed immediately with the carrier's claims representative.

DISCOUNTS:

Available upon request for volume purchasers on a case by case basis. -Minimum Order - Case Pack

Note: Review TWT catalog, website and/or product sheets for detailed technical information.

We accept Visa, MasterCard, Discover Card and American Express. We also accept payment by company check or direct wire transfer.



TWT PRODUCTS TERMS AND CONDITIONS/EXPORT

ORDER PROCESSING:

2 weeks minimum

BLANKET ORDERS:

Accepted with the time period not to exceed six (6) months from date of original purchase order.

SHIPPING & HANDLING:

All shipments (F.O.B.) from company warehouse(s). All products will be properly packaged, skidded, or crated, and ready for shipping. If necessary, TWT will assist Purchaser (freight forwarder) to arrange shipping from F.O.B. point of origin to Purchaser's point of destination. International orders must be freight prepaid before order is released.

DELIVERY:

4-6 weeks after receiving payment. Contact TWT for specific information regarding ship time for orders. Most products require four to six weeks from date of order to delivery. Please allow sufficient time for delivery unless other arrangements have been made. TWT shall not be liable for any failure or delay in furnishing the equipment, material or labor resulting from fire, explosion, flood, storm, Act of God, Government acts / orders / regulations, hostilities, civil disturbances, strikes, labor difficulties, delay of carrier, non-delivery of parts by the manufacturer or other causes beyond its control.

PAYMENT TERMS:

All payments must be by wire transfer in advance, or by irrevocable, transferable, confirmed letter of credit (In a US bank and in US dollars only).

All taxes, duties, wire transfer fees, LC fees and other related charges are the responsibility of the customer.

NOTICES:

TWT makes no warranty of merchantability or fitness for a particular purpose other than as described in TWT Owner's Manual. All equipment or products referenced herein are subject to availability and to be discontinued by TWT without notice. Should specific models become unavailable, TWT reserves the right to substitute functionally equivalent TWT models and/or configurations for those models discontinued.

PAYABLE TO:

Triangular Wave Technologies, Inc. /Bank / Acct# / Routing# (Info. available at time of purchase)

TAXES:

Prices do not include taxes. Consequently, the amount of any present or future sales, use, excise or other applicable tax to the sale of the products shall be paid by the Purchaser unless a properly executed tax exemption certificate acceptable to the tax authorities is provided.

ALL PURCHASE ORDERS:

TWT reserves the right to accept or reject any order. Orders received, acknowledged, and accepted by TWT are considered firm and non-cancelable. Changes made to orders by Purchaser may be subject to price adjustments. Custom orders and orders designed specifically for Purchaser cannot be cancelled once the construction material has been ordered and/or production has begun. Any requested cancellations will incur the price of materials ordered and design and manufacturing time spent up to that time.

PRICES:

Products are sold at prices in effect at the time of order, according to the published TWT price schedule. Prices are subject to change without notice.

IN-TRANSIT DAMAGE:

TWT cannot be held liable for equipment damaged, container shortages, or shipments lost by freight carrier. Shipments should be inspected for visible damage at time of delivery, and carrier's receipt or Bill of Lading should be noted "Internal Condition Unknown" before Consignee signs acceptance of delivery. All in-transit damage claims should be placed immediately with the carrier's claims representative.

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Note: Review TWT catalog, website and/or product sheets for detailed technical information.