

Tuff Deck Construction and Military Terms and Condition of Sale

Last updated 11-2024

Terms: Standard terms are NET 30 days. All invoices are to be paid in US Currency. Title and risk of loss pass to buyer upon shipment.

Freight Allowance: Freight prepaid on orders of 100 large decks (4 pallets) or equal value, with the exception of shipments to HI, Canada, AK, and PR Prepaid freight levels are based on shipments to one location only. It is the responsibility of the customer to determine if his purchase order meets the minimum freight allowance required. TMP reserves the right to select the carrier and point of shipment.

Canada, Hawaii, Puerto Rico & Alaska orders must be a minimum of 500 decks for prepaid freight Terms.

Canada, Puerto Rico & Alaska: Freight prepaid on orders of 500 decks or more.

Hawaii Orders: Freight prepaid on orders of 500 decks or more.

Errors & Claims: All claims for shortage in shipment or damaged material must be noted on the “Bill of Lading” and a written request for credit submitted to TMP within 15 days of shipment. TMP responsibility ceases upon delivery to the carrier.

Returned Goods: Returned goods will be accepted only after written approval and shipping instructions are received from TMP. A return goods authorization number is required and must be on all cartons, documents, and correspondence. All returns are subject to a 25% restocking charge, freight cost of returned goods (plus “out freight if applicable”). A higher restocking charge may be assessed against any return requiring extraordinary handling costs.

Minimum Order: 100 large decks (or equal value).

Limited Three Year Warranty: The liabilities of TMP are limited solely and exclusively to replacement as set forth in our standard “Statement of Warranty”, alone and do not include any liability for incidental, consequential or other damage of any kind whatsoever, whether any claim is based upon theories of contract, warranty, negligence or tort and without any limitations and do not include shipping charges, labor, installation or any other losses or expenses incurred in operation of any replacement specialty item or fitting. Tuff Deck products are designed to be used for pedestrians + autos & light truck traffic not to exceed 20 mph.

All Tuff Deck products are guaranteed against defects resulting from faulty workmanship or materials. Claims for labor costs and other expenses required to replace defective products or repair of any damage resulting from the use thereof will not be allowed by TMP. Our liability is limited to replacement of products acknowledged by TMP to be defective.

Exclusive Warranties and Remedies: The foregoing remedies are exclusive and are given and accepted in lieu of (I) any and all other warranties, expressed or implied, including without limitation the implied warranties of merchantability and fitness for particular purpose; and (ii) any obligation, liability, right, claim or remedy in contract or tort, whether or not arising from TMP, Inc.'s negligence, actual or imputed. The remedies of customer shall be limited to those provided herein to the exclusion of any and all other remedies including, without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties or these limitations will be binding on TMP, Inc., unless such is signed in writing by an authorized officer of TMP, Inc.

The liability of TMP, Inc., hereunder shall be limited to restoring to good working order, provided that TMP, Inc., is not required to restore the product to good working order when such failure is due to causes beyond TMP, Inc.'s control, including but not limited to, acts of God, acts of civil or military authority, priorities, strikes, floods, epidemics, war, riots, and other causes that are beyond the manufacturers control. These provisions are complete and exclusive statements of all terms and conditions between TMP, Inc., and the consumer.

These provisions may not be varied, supplemented, qualified or interpreted by any prior course of dealings, written or oral or by trade usage. No TMP, Inc. agent, officer or employee has authority to make any representation, promise or warranty concerning these provisions.

FOR TECH INFO, CONTACT: TMP, (701) 361-9128, tm.products@yahoo.com

NOTE: Do not use air or impact wrenches to install Tuff Decks, use hand tools only.



www.tuffdeck.net