

Terms and Conditions

1. **TERMS AND CONDITIONS CONTROL.** The following terms and conditions (these "Terms and Conditions"), are agreed to by TMP, LLC. ("Seller") and the purchaser ("Purchaser"). Seller's acceptance of any order is subject to these Terms and Conditions. No contrary, additional or different terms, provisions or conditions shall be binding on Seller unless accepted by Seller in writing.

2. **COMPLETE AGREEMENT.** This document represents the full and final agreement of the parties regarding these Terms and Conditions.

3. **MODIFICATION.** Purchaser understands and agrees that (a) no modification or waiver of these Terms and Conditions shall be effective unless made by an authorized representative of Seller in writing addressed to Purchaser and specifically referring to these Terms and Conditions; (b) no course of action on the part of Seller shall be deemed to modify these Terms and Conditions; and (c) Seller's acknowledgment or acceptance of anything in writing from Purchaser which is in conflict with these Terms and Conditions (including any purchase order forms containing different terms or conditions) and any subsequent delivery of Goods shall not constitute a modification or waiver of these Terms and Conditions.

4. **GOODS SOLD.** The final invoice shall cover the specific quantities of items listed on the face thereof (the "Goods").

5. **Minimum Order Quantities (MOQ):** Contact us for MOQ

6. **Delivery time.** Allow up to 60 days for non-stock items.

7. **Terms of payment: Net 30.** The purchase price for the goods sold shall be as shown on the face of the invoice, F.O.B. Seller's place of business, unless otherwise agreed to in writing by the parties. The purchase price shall be payable in United States currency in accordance with the terms outlined in the invoice. All invoices rendered in accordance with the agreed terms which are not paid within 30 days shall be subject to interest at the rate of 1.5% per month from the date of the invoice until it is paid.

8. **DELIVERY.** Seller shall deliver all Goods to a carrier for transport to Purchaser's place of business or as directed in writing, with all costs of transport borne by Purchaser. Purchaser shall bear all risk of loss with respect to the Goods from the moment the Goods are delivered to the carrier.

9. **Returns Policy.** Mfg will replace any defective products. We issue return authorization numbers on all approved returns.

10. **Price changes.** Prices subject to change without notice.

11. **INDEMNIFICATION.** Purchaser hereby agrees to defend, indemnify and hold harmless Seller its directors, officers, employees and other agents and representatives from and against any and all liabilities, judgments, claims, settlements, losses, damages, penalties, obligations and expenses, including attorney's fees and expenses and other professional fees and expenses, incurred or suffered by such person arising from, by reason of, or in connection with any loss, damage or injury to person or property arising from, by reason of or in connection with the Goods sold hereunder. This indemnification shall survive delivery of the Goods to Purchaser and any subsequent sale or other transfer of the Goods to a third party.

12. **FORCE MAJEURE.** Seller's ability to ship the Goods may be affected in case of an act of force majeure, such as an act of God, war, sabotage, accidents, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any other cause beyond the control of Seller. Seller shall have no liability for the failure to ship or deliver goods in the event of such force majeure and Seller's obligation to complete the

delivery of Goods shall be suspended during such force majeure event and for a reasonable period of time thereafter; provided, however, that these Terms and Conditions shall otherwise remain in effect.13. SEVERABILITY. If any provision of the invoice or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the invoice or these Terms and Conditions.14. FEES AND COSTS. In the event any party institutes legal proceedings to enforce its respective rights arising out of the invoice and these Terms and Conditions, the prevailing party shall be entitled to the award of attorneys' fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.