POLICIES, SERVICES AND WARRANTY

POLICY AND SERVICES

PRICING: All prices are F.O.B. Tennsco Corp's Facility in Dickson, Tennessee. All orders are subject to final acceptance at the Home Office, Dickson, Tennessee. Prices subject to change without notice. Tennsco has the right to make product design changes at any time. Tennsco's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or similar tax applicable to the manufacture, sale, purchase or use of the goods sold hereunder shall be paid by Buyer. In lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

TERMS OF PAYMENT: Terms are Net 30 Days from date of shipment. A service charge of 1 1/2% per month will be charged for overdue invoices.

MINIMUM ORDERS: Minimum order is $15.00.

SPECIFICATIONS: Tennsco reserves the right to change any product specifications contained in this price list.

FREIGHT CHARGES: All shipments will be made freight collect unless otherwise specified. If freight is prepaid, it will be added to the invoice or billed separately, depending on arrangements. On shipments by parcel post, the postage will be added to the invoice. All routing will be done solely by the Home Office. If purchaser does not accept delivery of merchandise when ready for shipment, storage fees will be charged to the purchaser.

WEIGHT: Weights shown are approximate.

FREIGHT CLAIMS: Claims for shortages must be made in writing to the Home Office within 5 business days from receipt of shipment. Claims for damaged or lost material must be filed with the carrier.

CAUTION: When you give delivering carrier a clear receipt for a shipment in which there is damaged merchandise or a shortage, the carrier is relieved of further responsibility. Claims for damage or shortage must be filed by you with the delivering carrier. Tennsco will not accept return of merchandise damaged in transit. Your claim is with the delivering carrier.

PARTIAL SHIPMENTS: Tennsco reserves the right to make delivery in installments unless otherwise expressly stated herein. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of all installments shall not relieve Buyer of its obligations to accept remaining deliveries.

SHIPPING TIME: Shipping dates are estimates only, based on standard manufacturing times. Tennsco makes every effort to meet shipping date requests, but will not be held liable for missed shipping dates. Once items are shipped, Tennsco is not responsible for delays caused by the delivering carrier. This includes, but is not limited to, delays in installation proceedings due to slow delivery by carrier.

CANCELLATIONS & RETURNS: Orders for "Special" items are not subject to change or cancellation. No return merchandise will be accepted without written consent of the General Office, Dickson, Tennessee. All returned shipments are subject to a handling charge of 25% plus all transportation charges incurred by Tennsco unless Tennsco is at fault. Once production of "Special" items has begun, cancellation of order is subject to Tennsco approval. A 15% surcharge will be assessed to approved cancelled items.

CODE RESTRICTIONS: Local building codes vary. It is the purchaser's responsibility to determine that product installation is in accordance with local requirements.

LIMITED WARRANTY

Tennsco warrants goods purchased hereunder to be free of defects in materials and workmanship for a period of one (1) year from the date of shipment, hereunder. Tennsco's warranty shall not apply in the event goods are damaged as a result of misuse, abuse, neglect, accident, improper application, modification or repair by persons not authorized by Seller, where goods are damaged during shipment. UNLESS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW:

a. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.
b. BUYERS REMEDY, IF ANY, FOR ANY DEFECTIVE GOODS SHALL BE LIMITED TO A REFUND BY SELLER OR REPLACEMENT OF THE GOODS AT SELLER'S OPTION AND SHALL IN NO EVENT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

NO GOODS ACCEPTED FOR RETURN WITHOUT PRIOR APPROVAL. Seller shall have the right to inspect any goods claimed to be defective at Buyer's place of business or require Buyer to return the goods to Seller for inspection on Seller's premises. Transportation charges covering returned goods will be borne by Seller only if such goods are proven to be defective, are covered by this warranty and are returned within the warranty period stated above.