



## TERMS & CONDITIONS

- 1. Contract Formation:** This quote is a contract once Buyer issues a purchase order for the items listed above, receipt of which implies acceptance of all terms & conditions stated below. Unless extended, this quotation will expire sixty (60) days from the quote date. Shipping prices, when provided, are valid for forty-five (45) days from the quote date.
- 2. Returns and Cancellations:** All orders, unless otherwise specified, are configured to Buyer's specifications and are not returnable or refundable after receipt of Purchase Order (PO). PO may not be changed or canceled in whole or in part without prior written consent of TBC and may have a cost and/or lead time impact.
- 3. Freight Shipments:** A "Limited Access fee" of \$105.00 will 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 \$110 if lift gate service is required to load and unload a shipment when loading docks are not available. Inside delivery is available for a \$85 fee to bring the freight through a door. Inside delivery does not include depalletizing, transport to elevators, or up flights of stairs. TBC is not responsible if the freight pallets cannot fit inside doorway(s). Residential delivery will be made to building ground floor entrance, garage entrance or carport.
- 4. Blanket Wrap Shipments:** This shipping method, when applicable includes wrapping in cotton shipping blankets. Each item is tied using customized straps and tie downs in the cargo area. Rate is based on capacity to accept a 53' trailer at the project site. Add \$450 to the rate quote if the project site cannot accept a 53' trailer.
- 5. Delivery Shortages and Claims:** Product shortages, unless otherwise noted on the TBC packing list, must be noted at the time of delivery, and reported to the carrier. Claims for shortages must be made in writing within three (3) days of the date of delivery or customer waives its right to make such a claim. Claims for damage(s) must be noted on the Bill of Lading or Airway Bill.
- 6. Installation:** This service, when applicable, includes mechanics on site to unpack, assemble and clean-up. Union labor requirements are subject to additional fees. It is Buyer's responsibility to ensure that the ship-to destination is ready for installation. A rescheduling fee will apply if the work cannot be completed due to construction or site conditions.
- 7. Insurance:** Certificates of liability insurance (COI) will be provided for all TBC authorized installations. The Buyer shall inform TBC of any special requirements, including any COI requirements for freight or blanket wrap shipments. TBC shall be held harmless for damages that arise from an installation done by others.
- 8. Design + Project Management:** This service is assessed on projects requiring customization, expediting or specialty design/engineering.
- 9. Taxes and Import Fees:** For projects delivered in NY, CT or CA, buyer will be charged Sales or Use Tax unless a valid Tax Exemption Certificate or Resale Certificate is produced or on file with TBC prior to shipment. If the buyer is unable to provide a Tax Exemption or Resale Certificate, then Sales or Use Tax applies on all goods and services. For states other than NY, CT, and CA, buyer is responsible to file and pay all applicable Sales Tax as a Use Tax. Buyer is responsible to file and pay any non-U.S. tax and duties and customs or broker fees assessed from transfer of title, sale, delivery, and installation. Legalization and export certificates where required are subject to added fees.
- 10. Credit Card Transactions:** All major credit cards are accepted with 3.25% of the transaction total added as a convenience fee.
- 11. Intellectual Property:** Buyer acknowledges that the patterns, designs, constructions, or assembly of merchandise may be covered by 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.
- 12. Storage:** Buyer's inability to accept goods within 20 days of the scheduled delivery week will result in storage fees of not less than \$250 per month or 1.25% of the net order value per month - whichever is greater. Storage fees are calculated with a one-month minimum and will not be pro-rated.
- 13. Warranty:** TBC provides a lifetime limited warranty from the date of shipment, see our latest warranty here: [tbconsoles.com/TBC-Warranty.pdf](https://tbconsoles.com/TBC-Warranty.pdf)

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