



SALES TERMS & CONDITIONS

1. **Minimum order \$100.00**
2. **Rejected Material or Complaints:** Samples of rejected material must be inspected by our Quality Assurance Department before a decision is made as to disposition. In a failure such as breakage, we request both fractured and non fractured samples. No returns will be accepted unless previously authorized by Tramec Hill Fastener. Rejected material or complaints must be brought to our attention within thirty (30) days after receipt of material.
3. **Order Cancellation:** Order cancellations are subject to a cancellation charge. These charges will vary depending on what has transpired:
 - A. Blanket order or specials. Cancellation charges to be determined by taking into account tools used, how far in process, special material required. The decision of Tramec Hill Fastener to be final.
 - B. Order processed, not shipped \$100.00 cancellation charge.
 - C. Shipment made all freight charges plus 20% restocking.
4. **Other Operations:** We expressly disclaim all liability resulting from alterations of any kind performed upon any of the products we manufacture once those products have left the immediate control of the corporation and/or its personnel. Alterations include, but are not limited to, any forms of heat treating, plating, patch locking devices, drilling, cutting, slabbing, flattening, grinding or any operations which change the physical and/or metallurgical character of the product as manufactured, or change the express use which it was manufactured to serve.
5. **Piece Discrepancy:** Our scales are accurate. They are calibrated and checked regularly. We will not allow discrepancies in piece count. All carton shortage claims should be referred to the cartage company. Cartons are sealed here before shipment.
6. **Overs or Unders:** 10% variance on standards, 15% variance on specials.
7. **Claims and Limitations of Liability:** Seller shall not be liable for any claim, losses, labor, expenses or damages, direct or consequential, resulting directly or indirectly from the use of, or inability to use, the products sold hereunder, including, without limitation, loss of profits, loss of production, and liabilities, claims and expenses in respect of third parties. Notwithstanding the foregoing and in lieu of any warranty of merchantability or of fitness for any particular purpose or any other warranty (whether expressed or implied by operation of law or otherwise), products proving defective in material or workmanship will be replaced, or, at Seller's option, credit will be allowed for the original price thereof, provided written claim in respect of such products is made within thirty days after receipt and upon written authorization of the Seller such products are returned to Seller. Seller will not accept return of any products without its written authorization.
8. **Important Notice:** By sending us a check for payment on your account, you authorize us to use information from your check to initiate an electronic fund transfer from your banking account according to the terms of the check. When we use your check to make an electronic funds transfer, funds may be withdrawn from your account the same day we receive payment, and you will not receive your check back from your bank. If you do not want your checks converted to an electronic fund transfer, please contact us at 1.815.625.6600.

Lead time and pricing are based on current material pricing and availability. Fluctuations in these conditions can influence your current pricing. If there is a significant lapse in time between quoting and fabrication, our practice is to openly communicate these changes with our customers.