



Terms and Conditions of Sale

Prices:	Prices are subject to change without notice.
Terms:	2% 10 days, net 30 days. Domestic & Canadian shipments over \$1,000 USD Pre-Paid ground.
Finance Charge:	A finance charge of 1.5% per month on past due balances.
Freight Policy:	FOB: 9100 E. Michigan Ave., Galesburg, MI. USA
Drop Ship Orders:	Orders can be drop shipped for an additional fee of \$5.50 per drop ship address; customer placing order is responsible for all shipping charges.
Shipment Issues:	TecNiq, Inc. will allow five (5) days from date of receipt of goods for claims regarding any product shortages or damages.
Billing:	TecNiq, Inc. will allow thirty (30) days from date of invoice regarding any claims concerning, but not limited to, billing error, pricing error, Terms, freight reimbursement, ETC.
Restocking:	No restocking fee for undamaged goods returned within 60 days. A 20% charge for undamaged goods returned within 60-120 days. Returns are for credit only. No product returns after 120 days.
Outstanding Credit:	Customers who return products for credit, must exercise the credit within six (6) months from the date of issuance, otherwise customer will lose credit.
Warranty:	Please refer to the published warranty policy at https://www.tecniqinc.com/warranty

The sale of any goods or services by TecNiq is expressly conditioned on customer's assent to TecNiq's standard terms and conditions (the "TecNiq T&Cs"). Any acceptance of TecNiq's offer is expressly limited to acceptance of the TecNiq T&Cs and TecNiq expressly objects to any additional or different terms proposed by customer. No customer form shall modify the TecNiq T&Cs, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of the TecNiq T&Cs. Any order to purchase products or receive services from TecNiq shall constitute customer's assent to the TecNiq T&Cs.

To view the complete terms and conditions or to download an RMA form, visit:
<https://tecniqinc.com/warranty>

TERMS AND CONDITIONS
SALE OF PRODUCTS BY TECNIQ, INC. AND ITS AFFILIATES

1. Applicability. The following Terms and Conditions (these "Terms") are applicable to all sales by TecNiq, Inc., a Michigan corporation, and its affiliates (collectively, "Seller") to a third party ("Purchaser") of Seller's products ("Products") and are the only conditions applying to the sale of the Products except written conditions contained on a proposal or acknowledgement of sale relating to price, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, and the description and specification of the Products, together with other written conditions which may be mutually agreed upon in writing that are signed by the parties. Seller shall not be deemed to have waived any of these Terms if it fails to object to provisions appearing in, or incorporated by reference or attached to, Purchaser's purchase order or other purchase documents that may conflict with these Terms. Seller's offer to sell Products to Purchaser is expressly conditioned upon Purchaser's acceptance of these exact Terms. Prior courses of dealings, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they differ from, modify, add to or detract from these Terms shall not be binding on Seller. Seller expressly rejects and objects to all new, different, or additional terms of sale/purchase submitted by Purchaser whether or not contained in any of Purchaser's purchase orders, on any website hosted, maintained or used by Seller or otherwise submitted by Purchaser in any other form. Such additional or different terms and conditions shall be deemed material alterations and shall be void and of no effect unless in writing and approved and signed by Seller specifically referring to and agreeing to the change. In case of a conflict between these Terms and any terms or conditions contained in Purchaser's purchase order or other purchase document, these Terms prevail.

2. Inspection and Rejection of Nonconforming Products.
 - 2.1 Purchaser shall inspect the Products within ten (10) days of receipt (the "Inspection Period"). Purchaser will be deemed to have accepted the Products unless it notifies Seller in writing of any Products with material defects during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller.

 - 2.2 If Purchaser timely notifies Seller of any nonconforming Products, and Seller agrees such products are non-conforming, Seller shall exchange or credit Purchaser for such non-conforming Product per Seller's standard limited warranty set forth on Exhibit A hereto.

 - 2.3 Purchaser acknowledges and agrees that the remedies set forth in Section 2.2 are Purchaser's exclusive remedies for the delivery of Nonconforming Products.

3. Payment Terms. Standard payment terms are full payment 2% 10 net 30. Any payment not made when due shall accrue a finance charge of 1-1/2% per month; provided, that Seller reserves the right to waive these fees. Under no circumstances will Purchaser have a right to set-off by way of deduction, credit or other reason. Purchaser's failure to pay any amount when due shall entitle Seller to suspend performance of the purchase order in question as well as any other purchase orders from Purchaser. Whenever, in the judgment of Seller, the financial condition of Purchaser does not justify the continuation of production or shipment on the specified terms of payment, Seller may require full or partial payment in advance. If a payment is delinquent, Seller may stop all work on any pending orders without notice and/or terminate the applicable purchase order. Purchaser shall reimburse Seller for all actual costs and attorneys' fees incurred by Seller in enforcing any provision of these Terms.

4. Solvency and Security Interest. Purchaser represents that it is solvent.

5. Price Increases. Seller shall have the right to increase the price of Products to reflect any increase in the costs to Seller. Whenever possible, Seller shall provide Purchaser with reasonable advance notice of any such increases.
6. Acknowledgement of Purchase Orders. Seller's acknowledgement of any purchase orders means that Seller will make all reasonable efforts to insure timely delivery of the Products described therein. Under no conditions shall failure on the part of the Seller to deliver Product constitute grounds for any liability of or claim against Seller.
7. Product Design and Production. Seller retains the right to control, modify or otherwise alter the design or specifications of Products. Seller may make any such changes, modifications or alterations from time to time at Seller's sole discretion. Seller may, in its sole discretion, end production on any Products and will use reasonable efforts to provide Purchaser with 90 days' prior notice thereof.
8. Limited Warranty and Disclaimer. Seller's sole warranty in respect of Products sold shall be as set forth on Exhibit A hereto.
9. Shipments. Unless otherwise agreed in writing, all Product sales are FOB the Manufacturing Facility, and Seller shall have no liability for delays, damage, or delivery failures occurring after the Product is so delivered. Risk of ownership, loss and title to the Products transfers to Purchaser when the Products have left the Manufacturing Facility. Purchaser is solely liable for detention and demurrage charges assessed at the destination. Product shortages and visibly damaged or defective Products must be reported to Seller within 10 days of delivery. Purchaser may not withhold payment on uncontested Product deliveries.
10. Timing of Shipments. Delivery dates are not guaranteed but are estimated based on immediate receipt by Seller of all information and documentation to be furnished by Purchaser along with the absence of delays resulting from, or contributed by, circumstances beyond Seller's reasonable control. Under no circumstances shall Seller be liable for any damages or losses to Purchaser or other third party arising out of, or resulting from, any production or shipping delay or failure of any kind whatsoever .
11. Installments. Seller reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due without regard to subsequent deliveries.
12. Purchaser's Default; Remedies.
 - 12.1 Purchaser is in default under this Agreement if any of the following occurs:
 - (a) Purchaser breaches, repudiates, or threatens to breach any agreement, representation or warranty or any other term in the agreement or in any other agreement between Purchaser and Seller, including but not limited to a failure to pay all sums when due;
 - (b) Insolvency of Purchaser or filing a voluntary or involuntary petition in bankruptcy with respect to Purchaser;
 - (c) Appointment of a receiver or trustee for Purchaser;
 - (d) Purchaser's credit becomes impaired; or
 - (e) Execution of an assignment for the benefit of creditors of Purchaser.

- 12.2 In the event of Purchaser's default, Seller shall have the following remedies:
- (a) Seller may require payment in advance;
 - (b) Seller may ship products only via C.O.D.;
 - (c) Seller may suspend performance or cancel all or any part of the balance of any contract with Purchaser;
 - (d) Seller may reduce any unpaid debt of Purchaser by enforcing its security interest, created hereby, in all products furnished by Seller to Purchaser (and proceeds therefrom);
 - (e) Seller may take any other steps necessary or desirable to secure Seller fully with respect to Purchaser's payment for products and services furnished or to be furnished by Seller to Purchaser; and
 - (f) Purchaser shall reimburse Seller for all damages suffered due to Purchaser's breach, including but not limited to incidental, consequential, and other damages, as well as lost profits, attorney fees, and court costs.
13. Cancellation>Returns. Product returns will be accepted only on approval of Seller per the terms of our standard process set forth on Exhibit A and may, at Seller's discretion, include restocking fees.
14. Taxes. Prices quoted are exclusive of all taxes unless otherwise agreed to by Seller in writing.
15. Force Majeure. Seller is not be responsible for its failure to perform, or any delay in performing, its obligations to Purchaser if such failure or delay is due to any strike, riot, civil commotion, sabotage, embargo, fire, flood, explosion, accident, act of terrorism, insurrection, war, enactment of any law, pandemic, national or regional emergency, ordinance, regulation, ruling, court order or other order which in any way interferes with, or renders more burdensome, the production or delivery of Products to Purchaser, the lack of usual means of transportation, an act of God or any other cause beyond its reasonable control. In addition, Seller shall not be responsible for its failure to perform, or any delay in performing, its obligations to Purchaser due to its inability to obtain deliveries of necessary raw materials or packaging components for the manufacture and shipment of Products where such inability was caused by a supplier to Seller. In all such cases under this paragraph, Seller may, at its own option, terminate the applicable purchase order(s) with Purchaser or delay deliveries.
16. Patents. Seller makes no representation or warranty that the Products are, or will be, free of any claims of patent, trademark or copyright infringement. If Purchaser furnishes specifications to Seller, Purchaser shall hold Seller harmless against any such claims of patent infringement which arise out of compliance with Purchaser's specifications.
17. Seller's Property. Any designs, tooling, software, processes, equipment, drawings, specifications, intellectual property, documents and other information or equipment Seller provides or uses in connection with Seller's provision of the goods or displayed on Seller's website(s), marketing materials or other written communications are and shall at all times be Seller's sole and exclusive property.
18. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to pricing, manufacturing processes, materials and components, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations,

customer lists, discounts or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Purchaser shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Purchaser at the time of disclosure; or (iii) rightfully obtained by Purchaser on a non-confidential basis from a third party.

19. Indemnification. Purchaser agrees to indemnify Seller for any damages and expenses, including actual attorneys' fee, arising out of (i) Purchaser's breach of these Terms; (ii) the use, storage, sale or other disposition of the Products sold by Seller to Purchaser; (iii) the action or inaction of Purchaser or its employees, customer, or agents which may cause injuries or damage giving rise to claims against Seller.
20. Modification; Assignment; Delegation. These Terms may be modified only by a writing signed by a shareholder of Seller. No right or interest in this Agreement shall be delegated or assigned by Purchaser without the written and signed permission of an executive officer Seller. Any attempt at assignment or delegation shall be void unless made in conformity with this paragraph.
21. Claims. In the event that there are clerical errors or other claims involving Products discovered after completion of a sale of Products, the party discovering the error shall immediately notify the other party. The parties agree that any claim or action arising out of or related to Products or to any sale transaction between Seller and Purchaser will be brought within one (1) year after the cause of action has accrued or such claim will be deemed waived.
22. Compliance with Laws. Purchaser shall comply with all applicable laws, regulations and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms.
23. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to bind the other party in any manner whatsoever.
24. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan without regard to any conflict of law or choice of law rules or provisions.
25. Complete Agreement. Unless otherwise agreed in writing and signed by both parties, these Terms, together with Seller's proposal or acknowledgment of sale and the Privacy Statement (the "Agreement"), contain the entire agreement between Seller and Purchaser. If there is any conflict between any of these Terms and Purchaser's purchase order, together with its terms and conditions, these Terms shall govern.
26. Severability. If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

EXHIBIT A

Limited Product Warranty

Seller warrants to the original Purchaser of Products that such Products are free from defects in workmanship and/or materials ("Defects") only. Seller will replace any Product to the original consumer/purchaser if such Product fails due to Defects. Products are incompatible with many chemicals and/or cleaners, and this Limited Warranty does not apply to damage associated with or caused by incompatible chemicals and/or cleaners. This Limited Warranty is not transferable. To be eligible for coverage under this Limited Warranty, the applicable Product must remain intact, free from physical abuse, and have been properly installed. This Limited Warranty does not constitute in any way a product guarantee, and Seller does not hereby assume any obligation of any kind whatsoever other than sending a free replacement product or issuing credit as applicable under this Limited Warranty. Seller does not warrant its products as to their fitness for any special use or function.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR ANY PRODUCT. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. IF THE PRODUCTS ARE MADE ACCORDING TO THE PURCHASER'S SPECIFICATIONS, SELLER DOES NOT WARRANT THE ADEQUACY OR APPROPRIATENESS OF SUCH SPECIFICATIONS OR THAT THE GOODS WILL SATISFY OR COMPLY WITH INDUSTRY OR GOVERNMENTAL CODES, STANDARDS, REGULATIONS OR REQUIREMENTS. IN NO EVENT SHALL SELLER BE LIABLE IN TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY. SELLER'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATION UNDER THIS LIMITED WARRANTY OR ANY OTHER LIABILITY IN CONNECTION WITH A PRODUCT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE RECEIVED BY SELLER FOR THE PRODUCT. THE REMEDIES STATED IN THIS LIMITED WARRANTY ARE THE CUSTOMER'S EXCLUSIVE REMEDIES AGAINST SELLER REGARDING ANY PRODUCT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, INCONVENIENCE OR INTERRUPTIONS IN OPERATIONS, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND. THESE LIMITATIONS AND DISCLAIMERS ARE NOT MADE BY SELLER WHERE PROHIBITED BY LAW. SOME STATES PROHIBIT LIMITATIONS OF WARRANTIES AND THE CUSTOMER MAY HAVE ADDITIONAL RIGHTS IN THOSE STATES. UNDER NO CIRCUMSTANCE SHALL SELLER'S LIABILITY TO PURCHASER EXTEND BEYOND REPLACEMENT OR REPAIR OF DEFECTIVE PARTS, OR REFUND OF THE PURCHASE PRICE FOR SUCH GOODS PAID BY PURCHASER, IN SELLER'S SOLE AND ABSOLUTE DISCRETION.