



# TECNOSEAL

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## **GENERAL TERMS AND CONDITIONS**

These terms and conditions are valid and binding in their entirety for each purchase order placed by the Buyer with Tecnoseal Marine Anodes USA, Inc. (Tecnoseal USA).

The General Terms and Conditions may be modified and/or updated by Tecnoseal USA at any time without prior notice.

## **PRODUCT CHARACTERISTICS AND DESCRIPTIVE-ILLUSTRATIVE DOCUMENTS**

- The product characteristics and/or technical specifications shown on any media, including the website, are purely indicative and are not binding on Tecnoseal USA.

## **ORDER AND ORDER ACKNOWLEDGEMENT**

- Tecnoseal USA reserves the right to require a minimum sale amount.
- Unless revoked within 24 hours prior to pulling and preparing an Order for pickup or shipment, the Order is binding on the Buyer. In the event Tecnoseal USA accepts a cancellation, the Order may be subject to restocking fees.
- Any additional product requests submitted by the Buyer to Tecnoseal USA after an Order is in process constitute a new and independent order.
- All offers and Estimates are non-binding unless expressly agreed otherwise in writing or reduced to an Order with an assigned PO from the Buyer which has been accepted by Tecnoseal USA.
- Special Orders and Orders to be shipped by Air Freight require payment before the orders will be placed. Payment for Air Freight charges are due prior to delivery of the Order to the Buyer.

## **PRICES**

- Prices quoted are ex-warehouse in Florida, net of taxes, packaging, shipping, insurance, any customs duties, taxes, and anything not expressly stated.

## **PAYMENT TERMS**

- Payment terms will be determined at the time of ordering.
- In the event of a payment default, Tecnoseal USA is authorized to charge the Buyer interest on past due amounts at the maximum permitted by law. In the event Tecnoseal USA must pursue legal action to recover



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payment, Buyer shall be responsible for all collection costs incurred including but not limited to , and attorney's fees and court costs.

- If the Order accepted and/or confirmed by Tecnoseal USA requires the sale to be made in installments—that is, with payment spread over multiple installments—the Buyer acquires ownership of the Products upon payment of the final installment of the Price. However, the Buyer assumes all risks from the moment of shipment. Therefore, in the event of theft, damage, fire, or any other unexpected event that causes damage to the Product, the Buyer will be required to pay Tecnoseal USA the full Price. Furthermore, delayed payment of a single installment will entitle Tecnoseal USA to suspend fulfillment of any other contractual obligations assumed for different Orders for the Buyer.
- Tecnoseal USA reserves the right to stop processing Orders for accounts with past due balances until the account is brought current. In addition, a late payment history may result in a change to the payment terms granted to the Buyer.

## **RETURN OF GOODS TO TECNOSEAL USA**

Returns may be accepted within one month of the delivery date in rare circumstances and only with Tecnoseal USA's prior written approval. Goods must be in the condition they were in when shipped to the Buyer. Once accepted, the goods must be sent to the Tecnoseal USA warehouse by the Buyer at the Buyer's expense. After the goods are inspected for damage, a credit note will be issued, minus a minimum 15% restocking charge. All materials returned for repair, for reasons not attributable to Tecnoseal USA, will be subject to an additional repair management fee in addition to the cost of the materials themselves.

## **DELIVERY AND SHIPPING TERMS**

- Delivery of the goods is understood to be ex-works the Tecnoseal USA warehouse in Fort Lauderdale, FL.
- The goods travel to the Buyer's premises at the Buyer's risk, even if sold free of charge.
- Any complaints must be made to Tecnoseal USA within 7 calendar days of receipt of the goods.
- Delivery times are purely indicative, and any delays in delivery of the Products cannot, in any case, give rise to any liability or compensation for damages on the part of Tecnoseal USA.
- Shipping, unless otherwise agreed, is paid by Tecnoseal USA and will be invoiced to the Buyer. Any unexpected and unusual customs clearance costs are the responsibility of the Buyer. If requested by the Buyer, insurance coverage can be included for any shipment of goods, with the costs of insurance charged to the Buyer.
- If the Buyer becomes insolvent, declares bankruptcy or if its financial guarantees have diminished, Tecnoseal USA reserves the right to cancel any existing Orders and any outstanding backorders.



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- Upon receiving an Order, if the goods or boxes appear damaged, opened, or missing their packaging, the Buyer must either:

- (i) accept the shipment with reservations, specifying the exact reason for the reservation on the delivery note when signing. We recommend doing this whenever you suspect the packaging is damaged in any way; or

- (ii) immediately send a written notification to both Tecnoseal USA and the carrier, reporting the damage found and attaching a copy of the delivery note.

- Tecnoseal USA will not be liable for any damage incurred during transport if the above conditions are not strictly observed.

## **PUBLIC PRICES**

- The retail prices applied by the Buyer in a retail setting, before any discounts, must never be lower than the Tecnoseal USA price list for the Buyer in effect from time to time.

## **INTELLECTUAL PROPERTY RIGHTS: USE OF IMAGES AND DESIGNS**

- The Buyer acknowledges Tecnoseal USA's Intellectual Property Rights.
- The Buyer undertakes not to remove, alter, or modify the Trademarks, Product identification marks, and all distinctive Tecnoseal trademarks in any way, affixed to the Products and/or their packaging, nor to alter the Products or make any changes to them.

## **WARRANTIES**

**TECNOSEAL USA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**