



# THE TAMIS® CORPORATION TERMS AND CONDITIONS

PO BOX 1138 MONROEVILLE, PA 15146 • 1-800-448-2647 PHONE • 1-800-722-5281 FAX • Email: Tamis@tamismail.com

## Privacy Statement

- We are committed to protecting your privacy.
- Authorized employees within the company will only use any information collected on a need-to-know basis.

## Important Information

- You should carefully read the following Terms and Condition.
- Your purchase or use of our products implies that you have read and accepted these Terms and Conditions.
- If any of the conditions are deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of the remaining conditions.

## General Terms and Conditions

- Phone, written, or faxed orders must include all data requested on the order form.
- All orders are normally processed internally within 48 hours of receipt.
- In-stock items will be shipped within seven (7) business days. Custom items or any items not available from stock require additional time to manufacture or to order from suppliers.
- Final delivery is contingent upon materials supplied to **The Tamis Corporation**.
- Notification of delays in shipping will be forwarded immediately upon receipt from our suppliers.

## Special Terms and Conditions

- Certain products, such as Blockader Steel Barriers, have product specific terms and conditions.
- These are in addition to standard terms and conditions, and must be read and acknowledged prior to submitting any orders.

## Prices

- All prices are subject to change without notice.
- Goods will be invoiced at the rate quoted on the order submitted.
- Future orders or repeat orders will be quoted at the rate which is current on the date of proposal.

## Backorders

- If it's not possible to deliver all items in one shipment, **The Tamis Corporation** will complete the order in several shipments until the order is complete.
- Orders for multiple items can be shipped from several locations around the country, and will involve several shipping and handling charges.

## Terms

- COD orders are not accepted.
- Public agencies (city, state, county, federal) automatically receive an open account when an official order is submitted.
- Private companies must submit a Credit Application, including four (4) credit and bank references, all of whom will be contacted. This can delay your order for up to 21 days.

## Payment

- **Date of Invoice is the Ship Date.**
- **Net amount is due 25 days from the date of the invoice.**
- Payments not received within 25 days will be assessed a 2% late fee for each 25-day delay, retroactive to the invoice date.
- Failure to pay the late fee will affect future credit.

## Sales Tax

- Sales Tax is due on all orders shipped to Pennsylvania, California, and Florida, unless a current Exemption Certificate is supplied.
- **The Tamis Corporation** will also be due on all orders in any state which requires us to collect and remit sales and use tax.

## Past Due Invoices

- If an invoice is not paid in full within 50 days, **The Tamis Corporation** will initiate the collection process.
- The buyer is responsible for all costs and expenses, including collection and/or attorney's fees, incurred by **The Tamis Corporation** in the collection process whether by litigation or otherwise.

## Title Reserved

- **All goods remain the property of The Tamis Corporation until full performance of the contract, and until all sums due are paid in full, including the shipping and handling charge and applicable sales tax.**

## Quality

- **The Tamis Corporation** offers products which we consider to be equal to or better than similar products in the North American market.

## Warranty

- **The Tamis Corporation** guarantees its products to be free of defects in workmanship and materials for one (1) year from date of delivery.
- This warranty does not cover deliberate destruction or damage due to vandalism, abnormal use, or normal wear and tear in the working environment.
- **The Tamis Corporation** will repair or replace, free of charge, all parts found defective, but in no case will be liable for supplementary damages.

## Specifications

- Specifications in any of **The Tamis Corporation** brochures, documents or websites were correct at time of publication.
- **The Tamis Corporation** is continually modifying or improving its products.
- Consequently, **The Tamis Corporation** reserves the right to improve, alter, discontinue, or replace specifications without notice.

## Shipping and Handling

- The FOB point is when the transportation carrier accepts the shipment.
- Unless specified "collect," all shipments will be subject to a shipping and handling charge added to the invoice.
- This amount does not necessarily reflect discounts between the carrier and **The Tamis Corporation**.
- Unless a specific routing is requested, all shipments will be at the discretion of the shipping department.
- If specific routing is requested, **The Tamis Corporation** will do its best to use the specified carrier.

## Specific Shipping Dates

- **The Tamis Corporation** will attempt to arrange delivery on specific dates, but can in no case be held responsible for any delays prior to shipment due to the production scheduling, delay by suppliers, fires, strikes, acts of God, war or any other causes, nor with any delays by the transportation carrier.
- All reasonable efforts will be made to provide notification of delays in either shipping or transit.

## Loss or Damage in Transit

- **The Tamis Corporation** is not responsible for any loss or damage in transit.
- We will, however, assist the buyer in processing the complaint if all the correction procedures have been followed.
- Once the transportation carrier signs for receipt of the merchandise as complete and in good condition, **the transportation carrier** is responsible for delivering the merchandise to the buy in complete and good condition.
- Upon your receipt of the shipment, open all cartons immediately and examine all products for damage or shortages.
- Failure to do so may invalidate any claim against the carrier.
- **Do not refuse any part of a shipment.**
- **Do not sign the delivery receipt or Bill of Lading until all damages or shortages have been noted.**
- **If you accept the shipment without proper notification, you do so at your own risk.**
- **You must file your written claim for damage or shortages within 15 days of delivery.**
- Contact **The Tamis Corporation** immediately after inspecting your shipment if there are any questions or problems.

## Returns

- **Written authorization is required prior to returning any goods** for any reason.
- Please provide all basic information from the invoice, description and quantity of the items, and the reason(s) for the return.
- You will receive a Return Goods Authorization with instructions on how to return the items **freight prepaid** to the designated location.
- Upon receipt, the items will be inspected and appropriate action taken.
- Credit for goods return will depend on the value to **The Tamis Corporation**, based on our selling price, less a fair charge to cover the expenses of shipping, handling, inspection, re-fitting, etc., providing that the products are received in good condition with transportation charges prepaid.

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