



TAMSHHELL STANDARD TERMS AND CONDITIONS

1. **QUOTATIONS:** The following provides information on how Tamshell processes customer quotes. Tamshell provides pricing and delivery information based on the information that is provided at the time of request for quote. All exceptions or deviations will be noted on the front of the Tamshell quotation and must be flowed down at time of order receipt. Any notes describing exceptions or deviations that are not flowed down on the customer Purchase Order (“Order”) will delay entry of the Order.
 1. **Delivery Dates:** Delivery dates are based on availability of material and outside processing at the time of quote. In most cases these dates are valid for the duration of the quote validity date. However, in some cases fluctuations in material availability and or production capacity may extend the delivery date at the time of the Order.
 2. **Pricing:** Pricing is based on the quantity requested and the time of quote. Pricing will reflect material, outside processing and any special testing that is requested at the time of quote. Test reports will not be provided as a standard and must be requested at the time of request for a quote. If an Order is received with a different quantity or additional shipments than what was quoted, a new quote will be generated with new lead times and pricing.
 3. **Special Requests:** All special request must be stated during time of request for quote. Special requests may include but is not limited to: Packaging, Shipping, Handling, Inspection Criteria, Testing, Labeling, Sorting, and Documentation. Any requirements that differ from the drawing will need to be noted down as a special request. If the purchase order is received with requirements that differ from what was quoted, Tamshell reserves the right to alter pricing.
 4. **Quote Notes:** Tamshell will provide notes on quotes to our customer pertaining to deviations and or exceptions to the drawing or requirements by the customer. If the terms of the quote are accepted the terms must be noted down as exceptions on the purchase order at time of receipt. If these are not noted Tamshell has the right to deny the purchase order and request a revise order.
 5. **Expiration:** Quote will expire on the date indicated on the front of the quote. Some quotes may be extended based on the time being requested and the availability of materials. In some cases, Tamshell may expire the quote before the expiration date and notify the customer.

2. **ORDER:** The following provides information on how Tamshell processes all customer orders. Tamshell provides order acknowledgements on all customer orders as well as notifications of delivery issues or pricing issues. If there are changes to a purchase order, a revised copy of the order must be provided within 24 hours.
 - 2.1. **Order Acknowledgement:** Tamshell will review all purchase orders for accuracy and compare to what was quoted. If there are any discrepancies found Tamshell will notify the buyer and request a revised purchase order. The purchase order will not be processed until the revised purchase order is received. Tamshell does not accept verbal confirmation of changes and is not held responsible for delays due to purchase order discrepancies.
 - 2.2. **Purchase Order Revisions:** All purchase order revisions will be placed in review and acknowledged by a Tamshell representative. Changes in demand or forecast may result in additional charges and or expedite charges. If delivery dates are moved out by the customer, Tamshell may charge a stocking fee if jobs are extended further than one month from the original due date. Tamshell reserves the right to not accept delivery date changes and is not responsible for holding parts beyond the original due date. All requests for date changes must be approved and followed up with a revised purchase order via email.
 - 2.3. **Customer Delays:** If for any reason there is missing documentation, drawing data, purchase order information, quality clauses, tooling gages, customer supplied materials or any other customer-related delay, Tamshell reserves the right to push out the order due date accordingly based on when the corrected data is provided. Depending on the severity of the delay, Tamshell may charge for holding up a machine or outside processor. Delays in the production schedule will start at \$100.00/hr.
 - 2.4. **Expedites:** From time to time a customer may request that a part or job be expedited through the manufacturing process. Expedite charges will be applied and calculated based on the overall demand, production time, availability of machinery, personnel, and special processing fees. Tamshell will not provide detailed breakdowns of expedite charges.
 - 2.5. **Cancellations:** Cancellations will be broken down into the following categories and are not limited to additional costs based on the individual circumstance.
 - 2.5.1. Cancellation of a purchase order in which all of the manufacturing is complete and pending shipment will result in 100% payment for the order amount. Completed parts will then be shipped or scrapped at Tamshell's facility.
 - 2.5.2. Cancellation when manufacturing paperwork is completed, quality documents have been made, yet the material purchase order has not been placed and/or is reversible, will result in a \$300.00 minimum documentation charge and processing fee.
 - 2.5.3. Cancellation when the documentation and processing of paperwork is complete, material has been ordered and cannot be returned or canceled prior to delivery; the customer will result in a \$300.00 minimum documentation/processing charge as well as the full amount of the material costs plus freight and any additional costs.

- 2.5.4. Cancellation during manufacturing of parts will result in a \$300.00 minimum documentation/processing charge as well as the costs for materials and freight. All machining/labor that has accrued to that point will be charged as well and work that is complete can be shipped to the customer. The balance of the order will be cancelled and closed out. The charges will vary based on the dollar amount of the job itself.
 - 2.5.5. Tamshell does not breakdown costs in any further detail than what is stated above.
3. RECEIVING: The following provides information on how parts should be received in and accounted for by the customer. If there are any discrepancies, please contact a Tamshell representative within 36 hours of receipt.
 - 3.1. Time Frame: Parts shall be received within 36 hours and accounted for. Packaging shall be inspected for damage and quantities should be verified at this time.
 - 3.2. Damage: If for any reason there is damage to the outer container or parts, please document the damages with photographs and immediately contact a Tamshell representative. Tamshell is not responsible for damage to boxes if they have been in receiving for more than 36 hours or for damaged parts that have been accepted by receiving and or receiving inspection.
 - 3.3. Quantity Discrepancy: If for any reason there is an issue with the amount of parts that were received, please immediately contact a Tamshell representative. Tamshell is not responsible for quantity discrepancies once parts have been accepted by receiving inspection after the 36 hours.
 - 3.4. Documentation: If for any reason there is documentation missing please immediately notify a Tamshell representative. If additional information is being requested above and beyond the purchase order requirements, Tamshell reserves the right to charge additional fees for the requests.
 - 3.5. Part Storage: Tamshell does not take responsibility for parts that are removed from their original packaging and stored at your facility. Damage can occur when parts are stored with other components, as well as where temperature levels exceed 74 degrees Fahrenheit. Nick, Dings, Scratches, dimensional changes or any other surface blemishes will not be accepted as terms of rejection once parts are received and removed from original packaging and stored at your facility.
4. INSPECTION/QUALITY: The following provides information on how parts should be inspected and accounted for by the customer. If there are any deviations from the process noted below Tamshell reserves the right to reject the customers return.
 - 4.1. Time Frame: Inspection is to be completed on all parts within the first 36 hours of receipt. Due to the nature of these components, any deviation from this time frame may result in parts not meeting drawing specification.
 - 4.2. Environment: Parts must acclimate in a controlled environment for 1 hour prior to inspection. The controlled environment should be between 68 and 72 degrees. Any other temperature range can affect the components and cause them to deviate from drawing specification.
 - 4.3. Inspection Methods: Tamshell is only responsible for inspecting parts within the requirements of the drawing and customer purchase order. Tamshell will not be held responsible for inspection criteria that are above and beyond the drawing requirements. Special instruction must be flowed down on the customer purchase order, such as but not limited to magnification, restraint, surface conditions and special tolerance classifications outside of the drawing specification. Magnification will not be used unless noted on the customer drawing or purchase order.
5. RETURNS: Tamshell will only accept returns up to 30 days after receipt by the customer. All returns must be approved by a Tamshell representative and have an RMA associated with the return. The following steps must be taken when requesting to return product.
 - 5.1. Notification: Customer must contact a Tamshell representative within the 30 day return policy. Detailed information must be provided in regard to the discrepancy.
 - 5.2. RMA: Tamshell will review the discrepancy and issue an RMA based on the information provided by the customer. The RMA will be issued for the exact count that the customer provides and Tamshell is not responsible for missing parts when received by Tamshell receiving inspection. Returning parts without an RMA will delay processing of the return.
 - 5.3. Packaging: Parts must be returned for evaluation in the original packaging. Have the RMA number marked on the outside of the box for faster processing. Tamshell is not responsible for receiving damaged parts due to packaging issues from the customer. Tamshell will provide photographs if damaged product is received.
 - 5.4. REWORK/REPLACE/SCRAP: Upon receipt of the parts Tamshell will conduct a full evaluation of the parts and determine if parts will be reworked, replaced or scrapped. The customer will be notified and a new delivery date will be provided.
 - 5.5. CHARGE BACK: If parts are found to be conforming to the drawing and purchase order specifications Tamshell may charge a minimum of \$300.00 for processing, inspection, and packaging of the parts.
 - 5.6. DENIED RETURNS: Tamshell reserves the right to reject returned parts for the following reasons.
 - 5.6.1. Parts are being returned by the customer after they have been received in and accepted by their quality department, and have been sent to the assembly or production lines.
 - 5.6.2. Parts are past the 30 day return window
 - 5.6.3. Parts have been removed from original packaging and placed in customer inventories and show signs of damage.
 - 5.6.4. Packaging from the customer to Tamshell was not sufficient and parts were damaged during transit.
6. MISCELLANEOUS: The following provides information on miscellaneous terms and conditions that may apply.
 - 6.1. Warranty: Due to the nature of the parts we manufacture Tamshell does not provide any warranty period on our products.
 - 6.2. Test Reports: Test reports are not provided on a standard basis and must be requested at time of quotation.
 - 6.3. Proprietary Information: Tamshell reserves the right to keep manufacturing processes, documentation and any other means of producing parts proprietary and is not required to share any trade secrets at any time.
 - 6.4. Payment Terms: Tamshell's standard payment terms net 30 to all customers unless otherwise agreed upon.
 - 6.5. Past Due Payment: Past due payment fees may be applied to customers that do not meet their agreed upon payment terms. Tamshell also reserves the right to hold shipment of product if payments are not received on time.

6.6. Returned Check: Fees will be applied for any checks that are returned.

7. INDEMNIFICATION: Tamshell shall have no duty or obligation to defend, indemnify, and/or hold harmless Customer from any loss, claim or damage arising out of any agreement subject to these terms and conditions and any purchase order.
8. DISPUTES. Tamshell may, at its sole option, elect to arbitrate any dispute arising out of or related to these Standard Terms and Conditions or the breach thereof, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The existence of a dispute between Tamshell and Buyer, not involving a material default by Tamshell in performance of a condition precedent to Buyer's performance, shall not relieve Tamshell of its obligation to perform under these Standard Terms and Conditions.