



## **Terms and Conditions**

### **TYRRELL AND LAING INTERNATIONAL, INC. TERMS AND CONDITIONS OF SALE**

Buyer's order constitutes acceptance of all the terms and conditions hereof, which shall apply to the exclusion of any terms and conditions contained in any order or communication of Buyer not specifically agreed to in writing by Tyrrell and Laing International, Inc. ("Seller"). Seller's acceptance of Buyer's order for the purchase of goods and related services is expressly made conditional on Buyer's acceptance of the terms contained herein.

1. **Delivery.** Seller will arrange for the delivery of the goods covered by the order ("goods") FCA to Buyer's designated location, unless otherwise agreed to in writing by both Buyer and Seller. Risk of loss of, or damage to, the goods from any cause whatsoever will be borne by Seller until the moment that Seller delivers the goods to the carrier at the point of origin ("Delivery"), and by Buyer thereafter. If the goods are lost, confiscated, damaged, destroyed or otherwise rendered unfit or unavailable for use prior to Delivery, (i) Seller will not be liable to repair the same or supply any goods in substitution therefore, and (ii) Buyer will not be liable to purchase the goods.
2. **Delay.** Seller will not be responsible for any failure or delay in performance resulting from causes beyond its reasonable control. These may include, but are not limited to, acts of God or public enemy, fire, sabotage, adverse weather conditions, strikes or other labor disputes, riots, insurrection, civil unrest, war, acts of government, court orders, delays occasioned by manufacturers, suppliers or subcontractors, and shortage of materials or services.
3. **Acceptance.** Upon receipt of the goods, Buyer may inspect the goods to ensure compliance with the terms of the order. Buyer will notify Seller in writing of any discrepancy with respect to the goods no later than 48 hours following receipt (the "Inspection Period"). After such Inspection Period, the goods will be conclusively deemed accepted by Buyer. If there are freight damages or visible damages upon delivery please contact us immediately. Appropriate documentation will be required. Do not sign for damaged goods.
4. **Returns and Exchanges.** This order is a firm order. Returns are subject to a minimum restocking fee of 25% plus cost of return freight. Seller may, but will not be required to, accept the return or exchange, or attempted return or exchange, of any goods by Buyer, provided that Buyer will be responsible for all shipping expenses and risk of loss of or damage to the goods in connection with any such permitted return or exchange. Any decision to permit Buyer to return or exchange any goods will be at the sole and absolute discretion of Seller. The foregoing restrictions will not apply to the return or exchange of goods that do not meet the specifications as set forth in the related order. Sinks and hot air massage bathtubs are not eligible for returns.
5. **Cancellations.** Cancellations or change orders must be made within 24 hours of placing the order.
6. **Payment.** Payment in full at time of order is required.

7. Taxes. Buyer is responsible for all sales, use, ad valorem, value added and other taxes, duties, fees and other charges of any nature whatsoever, including interest and penalties thereon (collectively, "Taxes") arising from the sale, delivery or use of the goods or related services under the order, and will reimburse Seller for any such charges Seller may be required to pay; provided, however, that Buyer will not be responsible for any Taxes based on the net income of Seller.
8. Warranties and Disclaimer.(a) Seller assigns to Buyer any and all assignable warranties of manufacturers of and for the goods, effective concurrently with Delivery.(b) THE GOODS ARE BEING SOLD "AS IS, WHERE IS", AND SELLER DISCLAIMS, AND BUYER WAIVES, ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, TERMS, REPRESENTATIONS OR CONDITIONS OF ANY KIND OR NATURE WITH RESPECT TO THE GOODS, WHETHER IN CONTRACT, TORT OR STRICT LIABILITY (INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OR LIABILITY IN NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OR WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LOSS OF USE OR NON-INFRINGEMENT). IN NO EVENT WILL SELLER BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSS, LOSS OR DAMAGE TO ANY PROPERTY OR PERSON OR ANY OTHER EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, AS WELL AS EXPENSES INCURRED EXTERNAL TO THE GOODS AS A RESULT OF A DEFECT IN THE GOODS) ARISING OUT OF OR IN CONNECTION WITH ANY TORTIOUS OR NEGLIGENT ACT OR OMISSION BY SELLER. IN NO EVENT WILL THE LIABILITY OF SELLER HEREUNDER, OR UNDER ANY ORDER FOR GOODS SUBMITTED BY BUYER HEREUNDER, EXCEED THE AMOUNT OF THE PURCHASE ORDER.
9. Indemnities. Buyer will forever protect, indemnify and hold harmless Seller and its officers, directors, employees and agents from and against any and all liabilities whatsoever that may arise out of the ownership, use and operation of the goods on or after Delivery.
10. Assignment. Absent Seller's prior written consent, any assignment or attempted assignment will be wholly void, invalid and totally ineffective for all purposes.
11. Governing Law and Jurisdiction. Each of Buyer and Seller agree that these standard terms and conditions, and any order for goods submitted by Buyer hereunder, be written in the English language and be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflicts of law provisions thereof. Buyer and Seller agree that any state or federal court located in Tampa, Florida will have exclusive jurisdiction to hear any suit, action or proceeding arising out of, or in connection with, these general terms and conditions and/or any order for goods submitted by Buyer hereunder, and consent and submit to the exclusive jurisdiction of any such court in any such suit, action or proceeding.