

Sales by T. A. Morrison & Co. Inc. (Tamco) are subject to the following terms and conditions (Terms). No terms or conditions appearing in buyers' purchase orders that are contrary to the following Terms shall be binding on Tamco unless specifically agreed to in a signed writing.

CREDIT APPROVAL

Credit approval is granted at Tamco's discretion. Customers who complete the Tamco Credit Approval Application form and/or provide additional documentation will be considered for credit approval. Terms of payment must be met to maintain credit. Customers who do not have previous credit approval or an account in good standing may prepay for orders. Prepayment must be received and cleared prior to order release.

TERMS OF PAYMENT

Payment terms are net 30 days F.O.B. shipping point for accounts with approved credit. Retainages and discounts are not accepted or offered.

PROPOSALS & PRICE QUOTATIONS

Any quotation from Tamco to Buyer will be an invitation for an offer from Buyer upon the terms and conditions as stated. Such offer will be accepted only if it is in accordance with these Terms. Tamco's acceptance of Buyer's order, as evidenced by Tamco's order acknowledgment, is expressly made conditional on Buyer's agreement to all of the terms and conditions stated, and Tamco agrees to furnish the products ordered by Buyer only upon these Terms.

PRICES

Except as otherwise set forth in these Terms and unless otherwise specifically agreed, prices are valid for products required for delivery within 90 days of acceptance only. Thereafter, Tamco will notify Buyer of any price change prior to delivery.

PRICE ADJUSTMENTS

Notwithstanding anything to the contrary, Tamco may, in its sole discretion, adjust the price of Tamco product(s) to cover the full quantum of any increase in the cost of materials resulting from or related to any increase in import duties, irrespective of the means by which such increase is promulgated (e.g., via legislation, executive order, administrative rulemaking, treaty, or any other means). For purposes of these Terms, "import duties" means any and all duties, tariffs, taxes, and other like fees payable on imported merchandise, including, but not limited to, customs duties as well as duties imposed pursuant to trade remedies or other like proceeding in the United States, Canada or elsewhere (including but not limited to antidumping and/or countervailing duty proceedings, Section 201 safeguards proceedings, Section 232 national security proceedings, Section 301 unfair trade proceedings emergency measures

taken under the auspice of the International Emergency Economic Powers Act, measures taken pursuant to the Balance of Payments Authority, or measures emerging from any other proceedings or government actions that result in the imposition of import duties/tariffs on imported merchandise).

In the event of the imposition of import duties as defined herein on Tamco's product(s), Tamco may, in its sole discretion, adjust the price to cover the import duty, and the parties will immediately cooperate and commence negotiations in good faith to modify these Terms and/or any affected purchase order, including without limitation making necessary modifications to price, quantity, delivery date, or shipping schedule.

TAXES

Prices do not include any sales or use tax, either federal, state, or local, payable on the transaction under any applicable statute. All such amounts must be paid by the Buyer and will be invoiced as a separate line item on invoices unless Buyer provides Tamco with a valid tax exemption for the applicable products and services.

PRODUCT CHANGES

Because of a program of continuous product improvement, Tamco reserves the right to make reasonable changes in product design and to supply products of revised design against any order without notice.

SHIPMENTS

All shipments are made F.O.B. shipping point with full freight allowed, or prepaid and add (as applicable), to any point in the contiguous United States or Canada. Delivery to the initial carrier constitutes delivery and passage of title to Buyer. Incident to the passage of title, Buyer assumes all responsibilities of ownership, including, but not limited to control, risk of loss, or damages; regardless of the time or method of shipping, the form of the shipping documents, the consignee, the method of insuring or the terms or method of payment. The terms F.O.B., F.A.S., C.I.F., etc. refer only to the price and not the time or place the title to the products passes from Tamco to Buyer.

DELIVERY

Scheduled shipping dates shown in Tamco's order acknowledgements are approximate and represent the best estimate of shipping date at the time the order is processed. Tamco assumes no obligation to ship on the scheduled date, or to advise Buyer that shipment will be delayed. Tamco shall have no liability for any liquidated damages or penalty

whatsoever because of failure to ship as scheduled, unless specifically agreed to in a signed writing.

SHORTAGES OR DEFICIENCIES

Any shortages or deficiencies in material shipped must be reported within 14 calendar days after receipt to be considered by Tamco for adjustment.

WARRANTY

Only Tamco's standard "Limited Product Warranty" will apply to new product sales.

RESALE & RESHIPMENTS

Buyer agrees that products purchased will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America, Canada, or any other applicable law or jurisdiction.

RETURN OF MATERIAL

Effectively all Tamco products are fabricated to a customer's specific order. Tamco does not maintain a stock of products. Therefore, return of material for credit cannot be allowed. No material is to be returned for any reason without prior written authorization from Tamco, within the terms of our warranty.

CHANGES TO ORDER RELEASED FOR FABRICATION

Orders may be changed in size and quantities, if made at any time prior to starting of fabrication. Charges for these changes would be assessed relative to the expenses involved. Changes after fabrication has begun will result in charges, deemed appropriate by Tamco, to recover the cost of material and labor expended that cannot be utilized because of the change. When shipment of an order is delayed at Buyer's request, after material has been ordered, or fabrication has begun, partial payment may be required, at Tamco's option, in an amount based on the purchase price and the percentage of work completed, at the time delay in shipment was requested.

IP RIGHTS; CONFIDENTIAL INFORMATION:

Tamco retains all right, title, and interest in all intellectual property rights in its products, including all information, copies, derivative, whether created or disclosed including all, documents, drawings and not limited to copyrights, patents, industrial design, trademarks, trade secrets and knowhow. For purposes of these Terms, "derivatives" means, for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted, including new material, which may be protected by copyright. All materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) remain the sole and

exclusive property of Tamco. No licenses or rights of any type whatsoever in or to the intellectual property rights, proprietary information, and confidential information of Tamco are granted or implied to Buyer or any other third party.

LIMITATION OF LIABILITY

In no event shall Tamco or its subcontractors or vendors be liable in contract, tort, warranty, strict liability or other legal theory for any special, indirect, incidental, punitive, or consequential damages such as, but not limited to, loss of anticipated profits or revenues, non-operation or increased expense of operation of other equipment or cost of capital.

The remedies set forth herein are exclusive and the liability of Tamco with respect to any contract or anything done in connection herewith or from the manufacture, sale, delivery, repair, replacement or use of its products covered or furnished hereunder, whether by contract, tort, warranty, strict liability or other legal theory shall not exceed the purchase price of the product upon which liability is based.

FORCE MAJEURE

Tamco will not be liable for any expense, loss, or damage for failure to supply materials, labor or supervision as required because of fire, flood, Acts of God, strikes, labor disputes, riots, thefts, accidents, transportation delays, acts or failure to act of government or Buyer, or any other cause whatsoever, whether similar or dissimilar to the above, beyond the reasonable control of Tamco. In the event of such delay, the time of completion will be subject to equitable adjustment, and any additional costs incurred will be shared between the parties.

GOVERNING LAW

For projects where the products are installed in Canada, these Terms and any related purchase order will be governed and construed in accordance with the laws of the province of Ontario, Canada, without giving effect to its conflict of law principles; and for projects where the products are installed in the United States of America or elsewhere, other than Canada, these Terms and any related purchase order will be governed and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to its conflict of law principles.

WAIVER OF JURY

Buyer and Tamco each waive their right to a jury trial in any action arising between the parties in connection with or related to these Terms and any related purchase order, whether made by claim, counterclaim, third-party claim, or otherwise.

SPX ENGINEERED AIR MOVEMENT

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