

TAP

Industrial Sales

Terms and Conditions

General

1. These terms and conditions are an inseparable part of the quotation. An order resulting from this quotation accepts all these terms and conditions, and TAP Industrial Sales rejects any addition to, alteration of, or attempt at alteration of these terms and conditions in any order. This quotation, any order resulting from this quotation and any acceptance of such an order shall be construed according to the laws of the State of Pennsylvania.
2. This quotation is subject to withdrawal without notice. No customer orders are binding upon TAP Industrial Sales unless and until the order's acceptance is confirmed by TAP Industrial Sales and its credit department in writing. Any errors in this quotation may be corrected by TAP Industrial Sales.
3. Before TAP Industrial Sales can process an order for production and shipment, the order must clearly state in writing the following:
 - a. Name of the company to be billed
 - b. Address of company to be billed
 - c. Shipping instructions for order
4. When an order adds to the subject matter of this quotation, TAP Industrial Sales may accept the order or may requote the order.
5. Working drawings or other materials provided by TAP Industrial Sales are provided as general information, which may not relate to the customer's order. Specifications in such materials provided by TAP Industrial Sales, unless expressly made binding on TAP Industrial Sales, in this quotation.
6. This quotation, and the drawings, specifications, and other materials which TAP Industrial Sales supplies to customer ("materials") are the property of TAP Industrial Sales and shall be kept confidential by the customer. Customer shall return the materials at TAP Industrial Sales' request, and the materials may not be used by or transferred to any other person or entity without TAP Industrial Sales' written permission. If a formal Mutual Non-Disclosure Agreement is in place, it overrides this bullet point.
7. Once an Order Confirmation is sent from TAP Industrial Sales, the customer may only cancel an order placed with TAP Industrial Sales on the following conditions:
 - a. Consent of TAP Industrial Sales
 - b. Payment by the customer of the following to TAP Industrial Sales
 1. For completed products, the contract price
 2. For partially completed products, TAP Industrial Sales' actual cost incurred normal profit for the entire order, as liquidated damages.
 3. Cancellation charges for purchases based on the order.
 4. Delivery charges if customer desires delivery. On payment of these charges, TAP Industrial Sales will deliver the product to the customer "as is". Such products bear no warranty of any kind.
8. If the customer asks for a delay in shipment of a product after TAP Industrial Sales has accepted the order, one of the following items are agreed upon.
 - a. The purchase price is due and owing thirty (30) days after the product is ready for shipment.
 - b. The parts may be held up to an agreeable amount of time from the original purchase date. At that point, the customer is responsible for taking delivery and paying the invoice promptly.
9. TAP Industrial Sales' liability and the liability of any affiliate is limited to the purchase price of the service, product or part that gives rise to the claim.
10. All quotations are F.O.B. shipping point or port of entry unless, other specified by TAP Industrial Sales. On TAP Industrial Sales delivery of any product to the carrier for shipment to the customer, the carrier shall be acting for the customer, and the customer shall bear all risk of loss to the product.

Prices:

1. TAP Industrial Sales quotes all prices in United States currency. The customer must pay for all orders in United States currency, unless otherwise agreed by TAP Industrial Sales in writing.

TAP

Industrial Sales

Terms and Conditions

2. TAP Industrial Sales quotes all prices F.O.B. shipping point or port of entry and freight collect, unless otherwise agreed by TAP Industrial Sales in writing.
3. All sales are subject to applicable federal, state, county or city use, sales, excise, or other tax. Customer agrees to pay applicable taxes, or to provide TAP Industrial Sales with proof of tax exemption acceptance to relevant tax authority.
4. Prices subject to change without notice.
5. Quantities shown on the quotation are order release quantities. Any changes may result in additional cost or rebate.

Payment Terms:

1. Unless otherwise specifically stated in this quotation (which specific statement shall be controlling), open credit is granted to the customer, subject to credit approval at the time of acceptance of order.
2. Open credit payment terms are net 30 days.
3. TAP Industrial Sales, LLC require payments to be made via ACH, Credit Check, or Check. To get the proper ACH information, please email office@tapindsales.com, if the information has not been provided during the initial setup.
4. All credit card payments are processed via our 3rd party payment processor, Stripe. If you would like to pay via credit card, there will be a 3% fee added at checkout.
5. TAP Industrial Sales may assess a service charge of \$50.00 + 1.5% per month or the maximum allowable under applicable law unless agreements have been made otherwise in writing with TAP Industrial Sales on invoices or other charges not paid when due.
6. TAP Industrial Sales may withdraw open credit terms at any time, without notice. After such withdrawal or when customer has not been granted open credit, customer must pay in advance or pay cash on delivery, at TAP Industrial Sales' option, for any further orders or any portions of orders until further notice.
7. Customer agrees to pay TAP Industrial Sales' reasonable attorneys' fees and other costs of collection incurred because customer's failure to perform the terms of this quotation or to pay for an accepted order in accord with its terms.
8. TAP Industrial Sales may stop work on any order or stop delivery on any order if customer has failed to perform terms of this quotation.
9. TAP Industrial Sales' damages for customer's failure to perform the terms of this quotation and any accepted order shall include, but not be limited to, TAP Industrial Sales' actual costs plus its normal profit for all work in progress.
10. All products remain the property of TAP Industrial Sales until customer has performed all the terms of this quotation. TAP Industrial Sales retains a security interest in all products until paid in full. Customer agrees to execute and to cooperate in preparing all documents necessary and convenient to creation and perfection of TAP Industrial Sales' security interest.

Warranty Information:

RMA

Prior to any returns, a Return Material Authorization (RMA) is to be requested by the customer.

1. When requesting an RMA, we will need the following information:
 - a. Part Number
 - b. Serial Number
 - c. Description of problem
 - d. Failure Date (if applicable)
 - e. Pictures or Video of the problem (Preferred)
2. All RMA's must be obtained from your TAP Industrial Sales, LLC representative, or by emailing us at office@tapindsales.com
3. Upon receipt of the RMA authorization, you will have 7 calendar days to ship the unit(s) to the location TAP Industrial Sales, LLC has provided you.

TAP

Industrial Sales

Terms and Conditions

- a. All RMA shipments **must** include the RMA authorization provided by your TAP Industrial Sales, LLC representative including:
 1. Part number
 2. Serial number
 3. Description of problem
 4. Failure date
- b. Shipments must be packaged to prevent any additional damage to occur
4. Upon receipt of the RMA package, we will review it, and supply a written evaluation. The evaluation will list the findings of the inspection and whether or not the warranty will apply. In cases where the inspection finds the failure or damage is not covered by this warranty, we will provide you with quote to repair, or replace the effected item.
5. If we do not receive a response to our findings or quotation within 30 days, we reserve the right to scrap the items or return them to the RMA originator at your cost. Costs associated to returning the unit may include, but not limited to, the freight charges.
6. Service parts including, but not limited to, fabricated parts or seal and bearing kits must be authorized in advance
7. Special order parts will be authorized on a case-by-case basis
8. Any items returned for credit may be subject to a restocking fee of 20%.

WARRANTY

1. TAP Industrial Sales, LLC warrants its manufactured products to be free from defective material and factory workmanship for 12 months not to include normal wear from date of receipt to our customers facility. TAP Industrial Sales, LLC shall replace or repair such products, which under normal use and service disclose such defects, and return the repaired or replacement products to the purchaser or service center prepaid. Claims under this warranty will be satisfied only by repair or replacement of the unit or any defective part thereof. No cash payment will be made for defective materials, workmanship, labor or incidental charges. Products under warranty shall be returned to TAP Industrial Sales, LLC or an authorized return point, transportation prepaid by the purchaser, for inspection by TAP Industrial Sales, LLC, whose opinion as to defects shall be conclusive.
2. Any parts that are modified, altered, misused, abused, or neglected void the warranty. You are responsible for all expenses associated with non-warranty repairs. This warranty does not cover normal wear and consumable parts such as seals, unless otherwise specified. In no event shall TAP Industrial Sales, LLC be liable for any incidental or consequential damages.
3. TAP Industrial Sales, LLC reserves the right to make changes in the design or construction of any of its products at any time without incurring any obligations to make changes or alterations to products previously sold.
4. This warranty is in lieu of all other and for prior warranties, expressed or implied, and no other company or person is authorized to represent or assume for TAP Industrial Sales, LLC any liability in connection with the sale of TAP Industrial Sales, LLC products other than set forth herein.