



2222 W. Rundberg Ln., Ste. 200
Austin, Texas, 78758
T: 512-832-8292
F: 512-491-6381
www.touchinternational.com

Terms of Sale

Preamble

These general terms and conditions are valid for all contracts and sales orders accepted by Touch International Corporation. In case there is a contradiction between the general terms and conditions proposed by the customer and those of Touch International Corporation, the general terms and conditions of Touch International Corporation are valid and will supersede those of the customer, unless Touch International Corporation has issued a written document in which it explicitly accepts the purchase terms and conditions of the customer. Offers and pricelist can be changed at any time and without warning.

Prices

Touch International Corporation reserves the right to increase the price of products herein by written notice to the Buyer at least thirty (30) days prior to the date of shipment of such products. When quantity price discounts are quoted by Touch International Corporation such discounts are computed separately for each type of product to be sold and are based upon the quantity of each type and each size ordered at any one time for immediate delivery. If any order is reduced or canceled by Buyer with Touch International Corporation's consent, it is agreed that prices will be adjusted upward to the higher price, if applicable, for the uncanceled quantity. Unless otherwise agreed Touch International Corporation reserves the right to ship and bill ten percent (10%) more or less than the exact quantity specified.

Taxes

Unless otherwise specified in the quotation, the prices shown do not include any taxes, import or export duties, tariffs or custom charges. Buyer agrees to pay Touch International Corporation the amount of any federal, state, county, municipal, or other taxes, duties, tariffs or custom charges levied by any jurisdiction foreign or domestic which Touch International Corporation may be required to pay on account of the ownership at the place of installation or during transit of the material or equipment which is the subject of this contract, or on account of the transportation, sale, or use of said material or equipment.



2222 W. Rundberg Ln., Ste. 200
Austin, Texas, 78758
T: 512-832-8292
F: 512-491-6381
www.touchinternational.com

Payment Terms

Unless otherwise stated in a separate agreement or on the front of this form, payment terms are thirty (30) days net from date of invoice, subject to approval by Touch International Corporation of amount and terms of credit. Payment for Non-Recurring Engineering (NRE) will be billed same day. Touch International Corporation reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms. When partial shipments are made, payments therefore shall become due in accordance with the above terms upon submission of invoices. If, at the request of Buyer, shipment is postponed for more than thirty (30) days, payment will become due thirty (30) days after notice to Buyer that products are ready for shipment. These terms apply to partial as well as complete shipments of the products. If Buyer fails to pay in accordance with these terms, Touch International Corporation at its option, may charge Buyer, and Buyer shall pay Touch International Corporation (in addition to the price), interest on the debt at the rate of twelve percent (12%) per annum from the due date until Buyer pays the debt in full.

Shipment

All shipments will be made F.O.B. Touch International Corporation shipping point. In the absence of specific instructions, Touch International Corporation will select carrier. Title to the material shall pass to the Buyer upon delivery thereof by Touch International Corporation to the carrier or delivery service. Thereupon the Buyer shall be responsible therefore. Products held for Buyer, or stored for Buyer, shall be at the risk and expense of Buyer. Claims against Touch International Corporation for shortages must be made in writing within ten (10) days after arrival of shipment. Touch International Corporation is not required to notify Buyer of the shipment.

Delivery

Shipping dates are approximate. If conditions arise which prevent compliance with delivery schedules, Touch International Corporation shall not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay, and such delay shall not constitute grounds for cancellation. Without limiting the generality of the foregoing, Touch International Corporation shall not be liable for delay by reason of inability, due to causes beyond its reasonable control, to obtain the necessary labor, materials or manufacturing facilities, or for delay due to the elements, acts of God, acts of the Purchaser, acts of nonperformance of



2222 W. Rundberg Ln., Ste. 200
Austin, Texas, 78758
T: 512-832-8292
F: 512-491-6381
www.touchinternational.com

suppliers, acts of civil or military authorities, priorities, fires, floods, epidemics, quarantine restrictions, war, riot, strikes, differences with workmen, accidents to machinery, delays in transportation or any other causes beyond the control of Touch International Corporation whether or not similar to the foregoing. In such event, delivery dates shall be deemed extended for a period equal to such delay.

Packing

Unless otherwise specified, prices quoted herein include normal packaging. If special packaging is required by Buyer, an additional charge will be made.

Inspection

Unless Buyer notifies Touch International Corporation in writing thirty (30) days from the date of shipment of any products that said products are rejected, they will be deemed to have been accepted by Buyer. In order for the notice of rejection to be effective it must also specify the reason(s) why the products are being rejected.

Fair Labor Standards Act

Touch International Corporation certifies that products furnished hereunder have been or will be shipped in compliance with the Fair Labor Standards Act, as amended, and regulations and orders of the U.S. Department of Labor issued there under. Touch International Corporation agrees that this statement may be considered as the written assurance contemplated by the October 26, 1949 amendment to said Act.

Governing Law

The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Texas.

Errors

Touch International Corporation reserves the right to correct clerical or stenographic errors or omissions.



2222 W. Rundberg Ln., Ste. 200
Austin, Texas, 78758
T: 512-832-8292
F: 512-491-6381
www.touchinternational.com

Acceptance

Notwithstanding any inconsistent or additional terms which may be contained in any purchase order or any of the Buyer's other forms or documents, Touch International Corporation's Customer Acknowledgment as an acceptance is expressly conditioned upon Buyer's agreement to the terms and conditions herein and on the reverse side hereof.

Entire Contract

The provisions hereon and on accompanying papers, if any, constitute all the terms and conditions agreed upon by the parties and shall replace and supersede any provisions on the face and reverse side of the Purchase Order or any attachment thereto, or any prior general agreement inconsistent with the provisions hereof except that orders by a Distributor or Representative with whom Touch International Corporation has a franchise agreement shall be subject to the provisions of such franchise. No modification hereof shall be valid unless in writing and duly signed by a person authorized by Touch International Corporation. The provisions hereof shall not be modified by any usage of trade, or any course or prior dealings or acquiescence in any course of performance.

Return Policy

Standard Product - Subject to our acceptance, standard products may be returned within 30 days from shipment at no charge. Standard product returned after 30 days, and less than 90 days from original shipment, will be subject to a 10% restocking charge. The customer is responsible for all shipping charges and all products must be in the original condition. No returns after 90 days are allowed.

Custom Product - Not returnable. [See warranty policy](#)

Order Cancellations

The purpose of our cancellation policy is to allow a customer to withdraw from a purchase contract. However, there are certain important conditions and limitations. Please read them carefully:

- Order cancellations for standard product orders cannot be cancelled within 30 days of the scheduled ship date
- Order cancellations are not accepted for custom orders or for merchandise made or procured specifically for customer's use and will be considered non-cancelable and non-returnable. All sales are final for custom orders and any deposits will be forfeited
- Refusing delivery is not a form of order cancellation.

Re-Schedule Policy

Re-scheduling must be submitted and accepted by Touch International personnel at least 30 days prior to scheduled ship date. A maximum of six re-schedules are allowed per release. Blanket orders must have all shipments completed within 13 months of the issue date.