



TAYMAR INDUSTRIES – TERMS AND CONDITIONS

These Terms and Conditions (“Agreement”) are for Taymar Industries, Inc. (“Taymar Industries”), a California corporation. Taymar Industries, Inc. includes the following group of companies: Taymar Plastics, SpaceAge Americanna, Ideagroup.net and Displays Direct.

AGREEMENT: By entering your sales order or requesting a quote, you confirm and accept that the following terms and conditions of sales are the legal agreement governing your purchase, and that no changes or additional or different terms will apply unless you have previously established a different written contract with Taymar Industries, unless Taymar Industries has posted additional terms and conditions for the particular purchase you make from Taymar through its related websites. Failure by Taymar Industries to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of Taymar Industries to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyers default under the Agreement will not constitute a waiver of that right or any other rights.

PRICES AND TAXES: You agree to pay the prices, shipping and handling charges, taxes and duties quoted by Taymar Industries associated with the purchase. Taymar Industries will collect applicable taxes unless you have submitted a current tax exemption certificate in advance, and have indicated which items are covered by said certificate. Prices on special order products that we cannot ship from our stock may be subject to change before shipment; we will notify you of any changes, and you may cancel your order without charge if the revised prices are unacceptable.

PAYMENT: If you are a **PRE-PAID CUSTOMER**, you agree to pay at the time of purchase the prices, shipping and handling charges, taxes and duties quoted by us. If you are a **TAYMAR INDUSTRIES ACCOUNT HOLDER**, then you agree to pay invoices within 30 days from our invoice date, unless otherwise stated in other terms approved by us in writing. Any order from you represents that you are solvent. If Taymar Industries believes that your financial condition has changed, we reserve the right to require full or partial payment prior to manufacture or shipment of your order. If you fail to make any payment when due, (1) we reserve the right to suspend performance and (2) you agree to pay a charge on the amount past due at the rate of 1 ½% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment or default, you agree to pay us reasonable collection fees, attorney’s fees and court costs, if any are incurred by us attempting to collect payment and interest charges. Taymar Industries reserves the right, at its sole discretion, to require full payment in cash before order entry, shipment, or delivery.

TITLE AND RISK OF LOSS OR DAMAGE: You take title and responsibility for risk of loss or damage at the point of shipment.

SHIPPING DAMAGES: Buyer immediately will inspect all Goods upon its receipt of them and will be deemed to accept the Goods upon receipt. All shipping related damages must be made on a timely manner to the shipping company. Taymar Industries will make reasonable effort in supplying related documents to support your claims. However, it is ultimately your responsibility to file your claim. Each individual shipping company has different claims procedures per their individual guidelines, terms and conditions. It is your responsibility to file claims under shipping company’s individual terms and conditions. Taymar Industries will not be liable for any damages, lost or stolen goods caused by shipping company. **ADDITIONALLY, TAYMAR INDUSTRIES IS NOT RESPONSIBLE FOR DAMAGES OR LOSS IN CONNECTION WITH OUR PRODUCTS RE-SHIPPED TO ANOTHER LOCATION AFTER IT HAS BEEN RECEIVED IN GOOD ORDER AT THE ORIGINAL SHIP TO ADDRESS SPECIFIED ON THE PURCHASE ORDER.**

EXPIRATION OF QUOTATIONS: Taymar Industries quotation through our website, by e-mail or other forms of communications expires in thirty (30) days from the date of the quotation unless withdrawn by us earlier. This time limit applies even if you use our quote to submit a job or project bid to your customer. Unless otherwise expressly noted on our quotation: (1) our quotation may be withdrawn earlier by us if prior to your customer’s acceptance of your bid, subject to any minimum lawful period and (2) prices for all products/items set forth on the quotation are subject to price increases in effect through time of shipment unless the quotation expressly states that pricing is firm/fixed.

RETURN OF PRODUCTS AND ORDER CANCELLATION: Taymar Industries will accept returns, within ten (10) days of receipt of shipment, of our normal stock products that have not been used, for exchange or refund of the purchase price. On items that you return to us, or which you want to cancel, you will be liable for a restocking or cancellation fee equal to the amount that Taymar Industries incurs from its suppliers, or a 25% restocking fee is applied (which ever is greater) to all pre-approved returned items.. All returns must have a Return Authorization Number (RAN). All RAN numbers are issued by our customer service department at (800) 624-1972. No returns will be accepted for **CUSTOM ORDERS. IDEAGROUP.NET DOES NOT ACCEPT RETURNS.**

INTERPRETATION OF RESPONSIBILITY: When production drawings and specifications are involved, you are responsible for verifying and acknowledging our interpretation of them. When substitutes and changes are offered by us on any proposal, you are responsible for their acceptability. Unless Taymar Industries has expressly agreed otherwise in writing, it is Buyers responsibility to ensure that the Good and Services are the ones that he has requested and that all specifications and quantities are correct. Taymar Industries **HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS OR SAMPLES. CUSTOM ORDERS ARE MADE ESPECIALLY PER YOUR DRAWINGS OR REQUESTS. TAYMAR INDUSTRIES ACCEPTS NO RESPONSIBILITY IF OUR INTERPRETATIONS ARE APPROVED BY YOU PRIOR TO PRODUCTION.**

DELIVERY: Factory shipping dates given in advance of actual shipments are approximate and not guaranteed. Our production time is typically 10-15 working days (dependent on our factory's production schedule as well as your order size at the time of order). No production will begin unless all applicable paper work has been received by us, including with no limit: pre-production/ first article written approval, approved art, sales terms/ conditions, and/or credit approval.

EXCUSABLE DELAYS/ FORCE MAJEURE: Taymar Industries will not be liable for its failure to perform under the Agreement (including, without limitations, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including, with out limitation, fire, flood, earthquakes, pestilences or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, transportation delays, shortage of suitable parts, materials or labor, labor disputes; any existing or future law, rule , regulation, decree, treaty, proclamation, or order of any governmental agency, government priority; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; acts of God or the public enemy; insolvency or other inability to perform by our suppliers, or any other commercial impracticability; or any other event or cause beyond Taymar Industries reasonable control, including, without limitation, any delay caused by Buyer (each, a – “Force Majeure Event”). If any Force Majeure Event prevents Taymar Industries performance of any of its obligations under the agreement, Taymar Industries will have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If Taymar Industries is unable to supply the total demands for any Goods to be delivered under the Agreement due to a Force Majeure Event, Taymar Industries will have the right to allocate its available supply among its customers in whatever manner Taymar deems to be fair and equitable. In no event will Taymar Industries be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or proration by Taymar Industries will be deemed to be a breach of any clause, provision, term condition, or covenant of the Agreement.

PRODUCT/ MATERIAL VARIANCES: Raw Materials - Taymar Industries purchases raw material from its approved vendors, Taymar Industries allows a plus or minus 5% to 10% in range of variances for our raw materials in accordance to all industry standards and acceptable variance levels. Raw material variances are acceptable but not typical. **Products –** Taymar Industries here by declares a tolerance allowance of all our products that we manufacture of plus or minus 3% to 5% unless otherwise expressed in writing between all parties. **TAYMAR INDUSTRIES RESERVES THE RIGHT TO MAKE MODIFICATION AND IMPROVEMENT TO OUR PRODUCTS WHICH MAY RESULT IN SLIGHT DIFFERENCES TO ITEMS DEPICTED ON OUR WEBSITES, CATALOGS AND/OR ADVERTISEMENTS.**

PRODUCT USE AND SAFETY: TAYMAR INDUSTRIES DOES NOT GUARANTEE THAT THE PRODUCTS YOU PURCHASE MEET YOUR OR YOUR CUSTOMER'S PLANS AND SPECIFICATIONS OR INTENDED USE. BEFORE YOU USE OR INSTALL, IT IS YOUR RESPONSIBILITY TO CONSULT ALL RELATED PARTIES OF SAID USABILTY PROCEEDURES AND APPLICABILITY.

DISCLAIMER OF WARRANTY: TAYMAR INDUSTRIES HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESSED OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY

STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. Our suppliers' warranties may apply to the products we sell, and we will use our best efforts to obtain those warranties; however, Taymar does not warrant for raw materials or components purchased from a third party. Therefore TAYMAR INDUSTRIES MAKES NO WARRANTY WHATSOEVER ABOUT THE PRODUCTS WE SELL.

LIMITATIONS OF LIABILITY: UNLESS APPLICABLE LAW OTHERWISE REQUIRES, OUR TOTAL LIABILITY AND THE LIABILITY OF OUR SUPPLIERS TO YOU, YOUR CUSTOMERS OR TO ANY OTHER PERSON, RELATING TO THIS CONTRACT, ITS PERFORMANCE OR NON-PERFORMANCE, FROM THE USE OF THE GOODS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. ALSO, NEITHER WE NOR OUR SUPPLIERS, WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO BACK CHARGES; LABOR COSTS; COSTS OR REMOVAL, REPLACEMENT, TESTING OR INSTALLATION; LOSS OF EFFICIENCY; LOSS OF PROFITS OR REVENUES; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCTS; DAMAGES TO ASSOCIATED PRODUCTS; LATENESS OR DELAYS IN DELIVERY; UNAVAILABILITY OF PRODUCTS; COST OF CAPITAL; COST OF SUBSTITUTE PRODUCTS. FACILITIES OR SERVICES; DOWNTIME; OR CLAIMS FROM YOUR CUSTOMERS OR OTHER PARTIES TO YOU OR DIRECTLY TO US FOR SUCH DAMAGES.

EXPORTS: Taymar Industries will not fill export orders unless we confirm our acceptance of such orders in writing to you. If you export any products that you buy from us, it is your responsibility, and not ours, to comply with all United States export control rules and regulations and we cannot be named as shipper or exporter of record.

GOVERNING LAW: This agreement, and all disputes related to it, shall be governed by the laws of the State of California, United States of America, without giving effect to its conflict of law rules.

BINDING AUTHORITY: Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.

