

THUNDERBIRD

BRAND OF THE USA

Terms and Conditions

TERMS:

THUNDERBIRD offers terms of net 30 days on Credit Approved Accounts only. All new customers requesting an open account status must submit at least three trade references, one bank reference, certificate of resale or tax I.D. number, which should be included in the first order.

ACCEPTANCE:

All orders are subject to review and acceptance by THUNDERBIRD. Orders made by phone should be followed by either a mailed or faxed copy of the buyer's purchase order or a copy of the THUNDERBIRD order form for confirmation. Orders that have been faxed should be followed by a phone call also for confirmation. THUNDERBIRD is not liable for orders that were not received by THUNDERBIRD. Minimum order value is USD300.00 net.

PRICE:

Prices for goods/products as listed in THUNDERBIRD catalogs, promotional materials, online at the official THUNDERBIRD website, or in official THUNDERBIRD advertisements are available in a separate article entitled "THUNDERBIRD Price Lists". Due to material cost fluctuations, prices are subject to change without notice. Please verify current prices when ordering.

PAYMENT:

All major credit cards, cash and checks are acceptable forms of payment. THUNDERBIRD reserves the right to request payment in advance or by certified check. Checks returned NSF are subject to a USD25.00 redeposit charge. Past due invoices are subject to a service charge of 1.5% per month or 18% annual interest.

ATTORNEY FEE PROVISION:

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement and/or Invoice (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement and/or Invoice, THUNDERBIRD shall be awarded its reasonable attorney fees, and costs and expenses incurred.

GOVERNING LAW AND VENUE:

The laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Invoice. All claims, disputes, and other matters in question arising out of or relating to this Invoice, or a breach thereof, shall be decided by proceedings instituted and litigated in the Circuit Court in and for Dallas County, Texas, and the parties expressly consent to the venue and jurisdiction of that court.

SHIPPING:

Orders are shipped FOB Seattle / Dallas / New Jersey. Unless specified otherwise, normal shipment is sent via surface ground carrier (UPS, or motor freight carrier). Air, express or overnight shipping services are available at the buyer's expense. Orders requiring truck shipment will be sent using a motor freight carrier as determined by THUNDERBIRD. Shipment sent via a truck company as requested by the buyer will be for credit approved accounts only.

CLAIMS:

Freight damage is not the responsibility of THUNDERBIRD nor does it relieve the buyer from the obligation of prompt payment. Any and all claims for damaged merchandise must be processed by the buyer through the delivering carrier. These claims must be filed upon receipt of orders and all original packaging must be saved for inspection. This procedure includes cases of hidden or unseen damage. Claims for shortages, incorrect goods or invoicing errors must be made within fifteen (15) days from the receipt of shipment.

RETURNS: 25% Restocking Fee

All returns must be authorized by THUNDERBIRD and they must have a return authorization (RA) number. Unauthorized returns will not be accepted. All returns must be received by THUNDERBIRD within forty five (45) days of invoice date. All returns must be shipped prepaid to THUNDERBIRD, and must be in saleable as new condition. Returns must be shipped in original packaging, with RA number clearly marked. Unauthorized returns or returns older than forty five (45) days from invoice date will be returned to buyer at buyer's expense.

All approved returned items can be used as store credit for next purchase only, there is no cash refund for any of approved returns.

LIMITED WARRANTY:

Thunderbird Food Machinery, Inc. (T-Bird) is wholly dependent upon manufacturers' determination in cases where goods are claimed to be defective. Credit or replacement for products that are claimed to be defective is dependent upon manufacturer's conclusions. Goods that are found to be neglected, damaged, abused, or worn out will be returned to buyer at buyer's expense. T-Bird only warrants to the original purchaser of new equipment and that said equipment, when installed in accordance with our instruction and within the United States and is subjected to normal use, is free from defects in material or workmanship for a period of 180 days for labor and 500 days for parts. Warranty begins from date of installation or 18 months from actual shipment date, whichever occurs first. T-Bird obligation and liability under T-Bird warranties is limited to repairing and replacing equipment which proves to be defective in material or workmanship within the warranty period. All repairs pursuant to T-Bird warranties must be performed by an authorized designated T-Bird service location during normal business hours. In no event shall T-Bird be liable for incidental or consequential damage to buyer or any third party, including and not limited to: loss of property, personal injury, loss of business or profits or other economic losses, statutory or exemplary damage, whether in negligence, warranty, strict liability or otherwise. Warranties are in lieu of all other warranties, whether expressed or implied. T-Bird expressly disclaims any implied warranty of merchantability or expressed / implied warranties of fitness for any particular purpose. Warranties are given only to the initial/first purchaser from a dealer/distributor. No warranty is given to subsequent transferees. No warranty is effective until such time as a properly completed and signed installation/warranty registration has been received by T-Bird within 30 days from date of installation or 18 months from actual shipment date, whichever occurs first. No T-Bird warranty covers product failures caused by: misuse, failures to keep product properly maintained, negligence, abuse, damage due to excessive water, fire, normal wear, improper setup or installation or use, alteration of equipment, freight damage, repairs made by anyone other than a T-Bird authorized and designated service agent, use of generic or after market parts. Periodic maintenance including lubrication is not covered in any T-Bird warranty. The foregoing warranty provisions are a complete and exclusive agreement between the buyer and seller. T-Bird neither assumes nor authorizes any persons to assume for it any other obligation or liability in connection with T-Bird products. Warranties become null and void when any T-Bird product is transported or moved outside of the United States or Canada.

THUNDERBIRD FOOD MACHINERY, INC.

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