



# Traffic Safety Corp. Terms and Conditions of Sale

## Goods to Be Provided

Traffic Safety Corp. (hereafter "TSC") agrees to sell to Buyer on the terms and conditions stated herein the equipment, materials, and related items (hereafter "the goods") listed in TSC's written quotation to Buyer. Buyer is solely responsible for determining whether the goods listed are the correct types and/or sufficient in number to meet Buyer's needs and/or requirements.

## Price

The price(s) stated in TSC's written quotation to Buyer are firm for 30 days. The prices stated in TSC's written quotation do not include any taxes or costs of shipment. All sales, use, or other taxes imposed, and all shipping, handling and freight costs, shall be added to the quoted sales price, except as otherwise noted.

## Payment Terms

Unless otherwise agreed in writing, payment in full is due prior to shipment of any of the goods. TSC's credit manager will make credit sales only after receipt of a signed TSC credit application and written credit approval. On all credit sales, payment in full is due on the following terms: net 30 days, unless otherwise agreed to in writing by both parties. All payments not made by the due date shall bear interest at a rate of one and one-half (1.5) percent per month on the unpaid balance. Further, the Buyer shall reimburse and indemnify TSC for any and all costs of collection incurred in collecting any past due sums, including, but not limited to, collection agency fees, court fees, out-of-pocket expenses and reasonable attorney fees. At its option, TSC may decline to make shipment to Buyer if any invoice is past due. Buyer waives and releases any claim against TSC for loss or damage actually and/or allegedly sustained by Buyer as a result of TSC's refusal to make shipment under such circumstances. All payments shall be made in U.S. dollars and, unless otherwise designated by TSC in writing, shall be sent to TSC's place of business in Sacramento, California.

## Time for Performance

TSC will endeavor to meet any reasonable shipping date(s) requested by Buyer. However, TSC does not guarantee that the goods will be furnished by any particular date. All shipping dates stated or indicated are approximate only and are based upon conditions known at the time the dates were stated or indicated. TSC shall not in any event be liable for any loss or damage sustained by Buyer on account of failure to meet any shipping or delivery date.

## No Additional Terms of Sale

Except as otherwise agreed to in a writing signed by an officer of TSC, these Terms And Conditions Of Sale state the exclusive terms and conditions applicable to all sales of goods by TSC to Buyer. Buyer's acceptance of TSC's quotation is limited to these Terms And Conditions Of Sale. Any new or different terms or conditions stated or proposed by Buyer in its acceptance of TSC's quotation or in any accompanying purchase order or other document are hereby rejected by TSC and shall not be binding upon TSC.

## Project Information

If the goods are to be used by Buyer in connection with a public or private construction project, Buyer agrees to furnish to TSC promptly upon request all project information necessary for TSC to perfect or provide notice of its mechanic's lien, stop notice and/or payment bond rights.

## Shipping Terms/Risk of Loss

At TSC's option, all sales are either FOB manufacturer or FOB TSC's place of business in Sacramento, California. Freight at customer's expense. Risk of loss shall pass to Buyer upon delivery of the goods to a common carrier for shipment. Buyer shall procure and maintain insurance on the goods sufficient to protect its interests.

## Return Policy

Returned items may be charged a restocking fee of up to 28%. In order to qualify for credit, all items must be returned undamaged and in original, resalable condition with all parts, accessories, and materials included. Please note that some products may be designated non-returnable based on manufacturer policy. All returns require an RMA (Return Merchandise Authorization). Please contact our Sales Team to determine if your item is eligible for return and to request an RMA number.

## Indemnity

Buyer is solely responsible for the selection, installation, and use of the goods. Therefore, to the fullest extent permitted by law, Buyer agrees to defend and indemnify TSC from and against any claim for loss or damage, including attorney's fees and experts' or consultants' fees, arising from or relating to such selection, installation, and use. This indemnity applies regardless of any action and/or passive negligent act or omission on the part of TSC or its employees: provided, however, Buyer shall not be obligated to indemnify TSC for the sole negligence or willful misconduct of TSC or its employees.

## Choice of Law

These Terms And Conditions Of Sale shall be construed and enforced in accordance with the laws of the State of California.

## Disputes/Venue

All disputes arising from or relating to the Terms And Conditions Of Sale and/or the furnishing of any goods by TSC to Buyer shall be heard and decided exclusively in a State or Federal Court located in Sacramento County, California. In any legal proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees.