

Information Bulletin for Customers - Terms of Sale Applicable to purchases of TGCS Maintenance Parts

The purpose of this Bulletin is to acquaint customers with TGCS's current practices, which may change from time to time, regarding the sale of TGCS parts. **PARTS SOLD BY TGCS MAY BE NEW OR CERTIFIED USED PARTS WHICH ARE EQUAL TO NEW IN PERFORMANCE AND CARRY THE SAME WARRANTY AS A NEW PART.** Please direct requests for additional information or any questions about the provisions of this Bulletin to your local TGCS office.

DEFINITION

A maintenance part is any repair or replacement part authorized for use by TGCS service representatives in the field for maintenance of TGCS machines. Most maintenance parts are field replaceable units (FRUs) which are not divided into subassemblies.

GENERAL

TGCS sells parts only for the maintenance and support of TGCS machines. You agree to purchase parts with the intent to use maintenance parts for these purposes and not for other uses such as manufacturing. TGCS limits the sale of parts due to specific concerns, such as patent restrictions, and the need to ensure continuing parts availability as follows:

Available for Sale:

TGCS will sell parts, in reasonable quantities, for use by others in support of TGCS machines.

Modification and improvements in design may occur at any time and could affect future availability of any part.

TGCS will make parts available for sale as long as TGCS uses such parts in maintaining TGCS machines. TGCS will fill quantity orders for maintenance parts when there is sufficient supply to permit. However, it may be necessary to restrict quantities to those required for immediate maintenance needs to help ensure continuing parts availability to all. After the discontinuance of TGCS lease and rental and withdrawal of Maintenance Service for a machine, TGCS will continue to accept orders for parts, in reasonable quantities, in the normal manner until existing stocks are depleted.

If a Part is quoted with an incorrect price due to typographical error or error in pricing information:

TGCS has the right to refuse or cancel any orders placed for the Product or Service quoted at the incorrect price, even if TGCS has confirmed the receipt of your order and charged your bank account.

Not Available for Sale:

Items generally not available for sale include those parts, assemblies, subassemblies, components or raw materials used by TGCS only in its manufacturing operations. Except as may be specified in individual OEM agreements, TGCS does not sell TGCS brand parts for use in support (including manufacturing and maintenance) of non-TGCS brand machines, features, devices or alterations.

TGCS may refuse to accept or may cancel orders for parts intended for other uses such as manufacturing.

ORDER ACCEPTANCE AND PROCESSING

Customer orders will be accepted by the TGCS Parts Sales Center. All communications regarding such orders, including authorization and direction for parts being returned, must also be directed to the TGCS Parts Sales Center.

Orders are to be placed directly with TGCS Maintenance Parts. Orders will be accepted Monday – Friday 9 am – 5 pm local time.

- 1) A shipping & handling line item will be calculated by TGCS and applied to your quotation/order based upon the total order placed.
- 2) Payments should be made through ACH, using the account information provided on the invoice.

TGCS maintains parts locations primarily to provide maintenance parts for TGCS service representatives, and stock levels are based on their requirements. In instances of unusual delays, TGCS will notify the customer.

RETURNS

All parts sales are final, subject to existing warranty provisions. TGCS will accept returns in accordance with such warranty provisions. In addition, TGCS will accept the return of unused parts, within one month of date of purchase, when the:

incorrect part/quantity was delivered as the result of decimal error, transposed digits, part name/number mismatch, adjacent parts catalog line items, EC level or machine configuration or an error caused by TGCS,

- part/quantity furnished did not correspond to the customer order, or
- substitute part furnished does not meet customer needs

TGCS will assess a 10% restocking fee on parts shipments refused and/or not picked up by the customer. The 10% fee will be based on the price of the part plus shipping and handling fees.

Acceptance of a returned part will be contingent upon presentation of the invoice or purchase order that substantiates the original transaction. The purchase of the correct part is also required concurrently when TGCS provided the incorrect part in error.

PRICES

Prices are subject to change without notice. Parts will be invoiced at the lower of either the selling price quoted, if the order is placed within thirty days of a written quotation, or the price in effect at the time TGCS accepts the order.

LIMITED WARRANTY AND LIMITATION OF REMEDIES

Parts sold by TGCS may be new or certified used parts, which carry the same warranty as a new part. Parts are warranted, for three months after delivery, to be free from defects in material and workmanship. TGCS's obligation is limited to furnishing, on an exchange basis, replacements for parts that have been promptly reported by the customer as, in the customer's opinion, defective and are so found by TGCS upon inspection. The replacement part assumes the warranty service status of the replaced item. **THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO**

HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU TO THE EXTENT OF SUCH NON ALLOWANCE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

In no event will TGCS be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if TGCS has been advised of the possibility of such damages, or for any claim against the customer by any other party. Some jurisdictions do not allow limitations of an implied warranty or the exclusion or limitation of consequential damages, so the above limitations or exclusions may not apply to the customer to the extent of such allowance. This warranty gives the customer specific legal rights, and the customer may also have other rights that may vary from jurisdiction to jurisdiction.

TGCS's entire liability and the customer's exclusive remedy for damages, from any cause whatsoever, regardless of the form of action, whether in contract or tort including negligence, shall be limited to actual damages up to the greater of \$25,000 USD (or equivalent in local currency) or the purchase price contained in TGCS's invoice(s) for parts purchased that caused the damages or that are the subject matter of, or are directly related to, the cause of action. This limitation of remedy does not apply to claims for bodily injury (including death) or damage to real property or tangible personal property for which TGCS is legally liable.

Governing Law

This Agreement is governed by the laws of the country in which the transaction takes place. In the United States, Puerto Rico and China, the laws of the State of New York govern this Agreement.