Terms and Conditions of Sale

The following are TSG's general terms and conditions. Our terms and conditions may be modified for some orders, and any such modifications will be quoted specifically prior to acceptance of the order.

Minimum accepted order \$30.00

Pricing: Prices and descriptions are subject to change without notice.

TSG strives to keep any published prices and descriptions up to date. However, some of our suppliers may change their prices without notice. Such changes, if any, will apply at time of order acceptance.

Prices do not include shipping and handling, or applicable (Georgia) sales taxes.

A 15% restocking fee applies to returned items, (see "Returns" below).

Payment Terms: Our standard payment terms are "net 30 days from date of invoice" with approved credit and an original or fax copy of a valid purchase order. Standard terms apply to catalog items, most standard products, and most service orders.

New account credit applications typically take up to a week to process. Orders without approved credit will be filled on a COD or prepaid basis. We also accept Visa Card, MasterCard, and the American Express Card.

Payments by check must be in US funds drawn and payable through a US bank. Foreign checks will not be accepted unless payable through a US bank without processing fees.

Special payment terms, (i.e. "progress payments"), may apply to inspection systems and custom manufactured orders. Terms for such items will be specifically quoted and agreed prior to order acceptance.

International orders typically must be prepaid or charged to credit card.

Shipping: All sales are F.O.B. Lawrenceville, Georgia USA, or TSG designated manufacturer dropshipping point, unless otherwise agreed prior to order acceptance. When prepaid, shipping and handling charges will be added to the invoice as a separate line item.

Where feasible, orders will be shipped via UPS ground service unless otherwise requested.

Air and motor-freight orders will be shipped "bill to consignee" or "third party" charged to customer's account. Motor-freight will be shipped via customer designated carrier whenever possible.

Responsibility for loss or damage in transit rests with purchaser. Air and motor freight orders will be shipped "insured" unless requested otherwise. Loss or damage claims should be made to the applicable carrier within three days of occurrence. Technical Services Group, Inc. will make every effort to cooperate in providing all needed information for processing claims.

International orders may be charged an additional handling fee. Import duty and taxes are the responsibility of the customer, and will be charged directly to the consignee by the designated carrier.

Returns:

All returns must be authorized by TSG, and be accompanied by a Return Materials Authorization (RMA) number. No returns will be accepted without prior authorization.

Return shipping charges and insurance are the responsibility of the customer. Authorized returns must be received freight prepaid at TSG or other designated return point. Freight collect shipments will not be accepted. Items damaged in return shipment are the responsibility of the customer.

All items returned for restock must be received unused, unaltered, and undamaged, in the original manufacturer's packaging. All requests for restock return authorization must be made within 14-days of shipping or 7-days of receipt, whichever occurs first.

A 15% restocking fee applies to all items returned for restock.

Special order and custom manufactured items are non-returnable.

Refunds:

For items meeting our 'Returns' requirements, a refund or credit memo will be issued upon completion of our inspection of the returned goods.

<u>Shipping and handling charges are nonrefundable</u>. Applicable restocking fees and shipping charges will be deducted prior to issuing any refund or credit.

In cases where TSG has shipped an incorrect item, original shipping charges may also be refunded.

Refunds will be issued in the form of a check payable in US funds, or charge card credit.

Warranties:

Items returned for warranty consideration that are deemed to meet TSG's or the manufacturer's warranty terms, will be repaired or replaced in an expeditious manor by TSG or the original manufacturer respectively. Please see our <u>warranties</u> for details.

Notice:

Some NDT systems and accessories sold by TSG may produce, or be used to detect and measure, hazardous x-rays or other radiation. All such equipment is sold expressly for use only by qualified personnel or for operation under the supervision of a qualified supervisor. Please check with your local governing authorities for regulations covering the use of such items. It is the responsibility of the buyer, not the seller, to ascertain, and obey, all applicable local, state and federal regulations regarding the possession and operation of any radiation producing equipment. By placing an order, the buyer represents that the products ordered will be used in a lawful and safe manner and that the buyer accepts all responsibility and liability for such use. Technical Services Group, Inc. will not accept any liability for the misuse of any product purchased from us or any of our dealers.