

TEAMBOARD TERMS AND CONDITIONS

USA

LAST UPDATE: JUNE 2014

These terms apply to sales by Egan TeamBoard Inc., (“TeamBoard”) with where the Dealer or Distributor (“Reseller”) has an invoice address in the United States. Additional terms may be included in your distribution or dealer agreement with TeamBoard. Where the two disagree, the distribution or dealer agreement shall prevail as to that clause.

Pricing

Prices are believed to be accurate at the time of publication, E&OE. TeamBoard reserves the right to change prices without notice. Possession of this price list does not constitute an offer to sell. Prices are valid in the U.S. only and are in USD.

Terms

Terms are “prepayment with order” unless otherwise pre-approved in writing, in advance, by TeamBoard. In the event an open account is established, Resellers who have an account in good standing will be invoiced for the goods as they are shipped and payment is due thirty (30) days from the date of invoice. Late penalties will be charged on overdue invoices.

Freight Policy

Orders are shipped FOB Buffalo, NY (IncoTerms 2010). FOB point may vary with quantity, please inquire. Certain orders may qualify under the TeamBoard freight-included pricing program, where the order is a single ground shipment to a single location in the 48 contiguous States and includes a total of \$10,000 List of TeamBoard products.

Air freight, accessorial charges e.g. delivered to limited access sites (mines, prisons, military, schools, hospitals), inside deliveries, blanket wrapped, construction site delivery, residential delivery, will calls and special delivery beyond dock-to-dock delivery, will be quoted and invoiced.

Orders

Orders are binding upon TeamBoard only upon acceptance by the executive office of TeamBoard. Orders accepted by TeamBoard shall be subject to the Terms and Conditions set forth in TeamBoard’s Acknowledgment and Invoice, notwithstanding any variance in terms and conditions set forth in the buyer’s order forms. Orders are subject to limit or withdrawal of credit at any time. Minimum order value is \$100.00 list.

Specifications

Specifications are nominal and believed to be accurate at the time of publication, E&OE. The right to affect, change, or discontinue models at any time without prior notice remains the right of TeamBoard. This right to change applies to, but is not limited to, the following: catalog contents, packaging, materials, finishes, industrial design, dimensions, and technology specifications.

Change Orders

Our order acknowledgment is final and binding and any subsequent change is subject to our ability to secure materials and labor. We reserve the right to increase our acknowledged price if such a change warrants any extra charge.

Packing and Crating Charges

Packing charges are included in our list prices, except for glass products.

Cancellations

The cancellation of orders before production has begun is governed by our ability to conform, and a service fee may be imposed at our discretion. Once production has begun neither standard nor custom orders are subject to change or cancellation.

Shipping

While terms remain FOB Buffalo NY, in the absence of written instruction from the customer TeamBoard reserves the right to select a carrier on the Reseller's behalf and ship by what is in the Company's opinion the best method. In the event freight charges are prepaid, TeamBoard will invoice the customer these charges. TeamBoard is not responsible for delay or failure to deliver due to strikes, lockouts, fires, floods, storms, acts of God or other causes beyond our control.

Shipment Claims

Damage claims must be filed with the carrier by the buyer. The legal responsibility of TeamBoard ceases when the shipment is turned over to a common carrier. The buyer has the sole obligation of seeking recourse against the carrier. Recommended: Inspect shipment thoroughly prior to signing the bill of lading. Keep packaging materials for inspection by the carrier in the event of a damage claim. File your claim promptly.

Storage

Orders will ship in accordance with our acknowledged shipping dates. If customers cannot accept delivery on this date, TeamBoard reserves the right to arrange storage at the customer's risk and expense and to invoice the merchandise when it is placed in storage.

Warranty

Each product carries a limited, Return to Factory Warranty. See the full "Standard Warranty"

Warranty Returns

Merchandise may not be returned without the prior written consent of TeamBoard. The written Return Authorization issued by TeamBoard expires in thirty (30) calendar days, after which date the product may not be returned.

Errors and omissions excepted.