



5100 W Brown Deer Road Brown Deer, WI 53223
Phone (800) 236-0112 / (262) 814-7000 • Fax (800) 444-0331
tapconet.com • Fed ID# 39-098-3658

TAPCO'S STANDARD TERMS AND CONDITIONS

1. Traffic and Parking Control Co., Inc. (TAPCO) assigns to buyer any manufacturer's warranty. TAPCO is not responsible for improper installation, improper operation or improper maintenance of its products, unless specifically so stated on the TAPCO quote. Other than the assignment of the manufacturer's warranty, TAPCO makes no warranty, express or implied, as to any matter whatsoever any, including, but not limited to, any warranty of merchantability or fitness for a particular purpose (including, if applicable, fitness or compliance with the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council), and its agents or technicians are not authorized to make any such warranties on behalf of TAPCO. Buyer's exclusive remedy for failure of the product to meet the manufacturer's warranty or any other non-conformity or defect whatsoever, is limited to the return of the product and repayment of the price or repair and/or replacement of the non-conforming product: incidental, consequential, special or punitive damages are excluded. Buyer shall defend and indemnify TAPCO against any claim including costs and attorney fees arising out of buyer's use of the product, including but not limited to claims relating to the PCI DSS. No claim may be maintained after one year from the accrual of the cause of action.
2. If any product fails to comply with the manufacturer's warranty, TAPCO shall immediately be notified, and the product shall be returned to TAPCO or to the manufacturer within 30 days. Transportation charges on the returned product shall be prepaid by the buyer and TAPCO will credit the buyer any transportation charge involved with the returned products.
3. The correction of any defect by repair or replacement shall constitute a complete fulfillment of all obligations to the buyer. TAPCO will not accept any charges associated with or resulting from the use or replacement of apparatus claimed defective; nor will it pay any charges involved by the removal or replacement of such equipment.
4. Any claims for shortages or damages must be documented by specifying the shortage or other damage in writing on the transportation company's Bill of Lading at the time of delivery and in no cases later than 30 days after receipt of order. To file a claim for concealed loss or damage, the outer container must NOT show any visible evidence of such damage and must be returned to substantiate the claim. The allowable length of time to report such a claim is thirty days.
5. Buyer shall exercise due diligence by promptly inspecting the product immediately upon delivery. Prompt inspection and prompt reporting to TAPCO of any problems are the duties of the buyer. The buyer is never empowered to take corrective steps without first reporting the problem to TAPCO. Hence, "charge backs" are not allowed unless authorized in writing by a TAPCO representative.
6. Payment, from customers with established credit, is due within thirty days from the date of an invoice unless otherwise authorized in writing by a TAPCO representative. Buyer shall pay TAPCO interest of eighteen percent per annum on the unpaid balance after the date due. If buyer fails to pay an invoice when due or if buyer defaults, breaches or repudiates any agreement with TAPCO, or if buyer shall become insolvent, make an assignment for the benefit of creditors, or becomes the subject of a bankruptcy, receivership or any other insolvency proceeding, TAPCO may (a) cancel this and/or any other agreement with buyer, and buyer shall promptly return the purchased products to TAPCO (or TAPCO may reposes without civil process) whereupon TAPCO shall return any portion of the purchase price previously paid less up to 25% of the purchase price for a re-stocking fee or (b) declare buyer's outstanding orders and invoices immediately due and payable and postpone delivery of TAPCO products until all purchases are prepaid in full. At all times, TAPCO may invoke the remedies above if TAPCO has reason to believe buyer may be unable to perform its obligations. In addition, TAPCO maintains the right to pursue any and all available legal remedies.
7. Buyer grants a purchase money security interest to TAPCO in all products purchased by buyer and all tangible personal property owned by the buyer and in all of buyer's deposit accounts and accounts receivable; buyer authorizes TAPCO to perfect its security interest.
8. As a service to TAPCO customers, TAPCO frequently furnishes customers with engineering data, wiring diagrams recommendations, etc. Ordinarily, no charge is made for this service and every reasonable effort is made to avoid errors. Nevertheless, errors may occasionally occur and, in consideration of the fact that TAPCO makes no charge for this service, buyer agrees that TAPCO assumes no responsibility for the completeness or accuracy of such information or data and accordingly releases TAPCO from liability. Buyer stipulates that the economic loss doctrine applies to all contracts between buyer and TAPCO, and buyer waives all tort claims against TAPCO. Unless authorized in writing by a TAPCO employee, buyer is not entitled to liquidated or late payment penalties for any failure by TAPCO to deliver purchased products on time.



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DELIVERY

- All products are shipped FOB Factory unless specifically noted in submittal documents.
- All risk of loss or damage to the Products in transit shall be borne by Customer regardless of the party paying for the freight.
- Offload is the responsibility of the customer or others.
- TAPCO shall not be liable for any losses or damages, whether direct, indirect, incidental, consequential, or otherwise, for delays in shipment or delivery, regardless of the cause.
- TAPCO shall have the right to make partial shipments and invoice separately. Partial shipment invoices shall be due per project payment terms.

VARIABLES

- **Submittals:**
Prior to commencing manufacturing, TAPCO shall provide to the customer at customer request a project submittal document. The submittal document represents the governing document for project specifications, materials, and terms and conditions. The submittal shall be customer approved prior to manufacturing release. A \$1500 engineering fee may be due to TAPCO should the customer cancel the order after submittal documents are delivered to the customer.
- **Change Orders:**
Changes in product requirements after customer approved submittals are subject to TAPCO's acceptance or rejection in writing. Change orders shall be subject to additional charges and agreed upon in writing and may alter total cost and/or delay project shipping.
- **Modifications and Governing Law:**
Any modifications of this Agreement or Attachments/Exhibits to this Agreement must be in writing and signed by authorized representatives of both the Customer and TAPCO. In the event that any of the provisions of the Agreement shall for any reason be determine to be invalid, illegal or unenforceable in any respect, the remaining portions shall continue in full force and effect.
- **Changes in Products and Parts:**
TAPCO continually improves its products and shall provide products that meet or exceed project requirements. If original replacement parts are no longer available, TAPCO shall provide parts that meet the fit, form and function unless specifically advised in writing that such parts are not acceptable.
- **Return Authorization:**
If any product fails to comply with the manufacturer's warranty, TAPCO shall immediately be notified, and the product shall be returned to TAPCO or to the manufacturer within 30 days. Transportation charges on returned product shall be prepaid by the buyer and TAPCO will credit the buyer any transportation charge involved with the returned products. Credit cannot be given for merchandise returned in damaged condition due to improper packing. Custom orders cannot be returned.
- **Force Majeure:**
TAPCO's performance hereunder, or any delay in such performance, shall be excused for such failure to perform or delay as attributable to any cause or reason beyond TAPCO's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or difference character beyond TAPCO's control.
- TAPCO does not warrant that this system as designed safe to life operation. TAPCO systems are intended as a warning system only. Personal awareness and safety measures remain the responsibility of the end user.

Order Number: _____

Signature: _____ Date: _____