



Terms and Conditions

Credit: To establish credit, call our Credit Department, Customer Support Department or your local Tuway Representative. Credit Application can be found on our web site www.tuwaymops.com.

Packaging: See specific Product Detail for standard packaging. Any order less than a case will be charged a 20% surcharge (per piece). Bar coding available upon request.

Private Label Program: Additional cost for private label will apply. Minimum Order and Special Order Terms (see below) will apply. Please contact our Customer Support Department or your local Tuway Representative for details on our Private Label Program.

Special Orders (Manufactured or Purchased Products): Custom products are available. Customer shall be responsible for the full purchase price on any special orders changed or cancelled once manufacturing has begun. Returns will not be accepted on these items. Note that non-standard products may be shipped at plus or minus 10% of order product quantity.

Standard delivery times do not apply to special orders. Contact Customer Support Department for details.

Add-On Orders: Every effort will be made to accommodate "Add-ons". However, "Add-ons" may prolong delivery of the initial order. Contact our Customer Support Department for details.

Rocket-Ship: Rocket-Ship is an emergency shipping program for selected Tuway-brand products. Orders are guaranteed to ship within 48 hours or less. There are no minimums and freight is prepaid anywhere in the contiguous U.S. For Hawaii, Alaska and U.S. Territories, freight will be prepaid to the U.S. border. All other terms of the Rocket-ship program apply.

Rocket-Ship must be noted on all purchase orders to ensure proper order processing. Rocket-Ship pricing is 50% off list.

Freight: Freight is F.O.B. Rockford OH. Tuway will prepay freight on **\$1,900.00** or more shipped in the contiguous U.S. using **Tuway SPECIFIED Carrier**. Prepaid freight outside the U.S. will be determined on a per order basis.

- **Tuway will not pay any extended freight handling charges such as, but not limited to; Sort and Segregate, Delivery Appointments, etc.**

As of February 1, 2006 Tuway will assess a fuel/freight recovery charge to each invoice. This charge is necessary to offset the increase in fuel and freight costs that have occurred over the past years. The amount is 2% and will be assessed as long as Tuway experiences additional freight charges from its carriers related to increased fuel prices.

Bid Pricing: Tuway American Group will adhere to our quoted bid pricing only when the proof of delivery to the end user, a bid number and/or any other supporting documentation verifying the pricing is being used for a school bid or government bid only. Once proper P.O.D. documentation is received by Tuway, the appropriate credit will be issued.

Damage and Shortage Claims: Shipment damage must be filed with the carrier on a timely basis. Any shortages **must** be signed for and reported within 24 hours of receipt of shipment to Tuway Customer Support Department.

Returns: Merchandise returns apply **only** to Tuway-branded products. Return requests must be filed within **ninety (90)** days of shipment and are subject to a 25% restocking charge. A Return Authorization (RA) number is required for all returns. Please contact the Customer Support Department for assistance.

Invoicing: Customer shall not take deductions from any Tuway invoice, without prior approval (via Tuway credit number) from Tuway American Group's Customer Support Department. Bid/Quote Numbers must appear on ALL orders/bids.

Minimum Order: **Tuway's minimum order is \$250.** Any order less than **\$250** will be assessed a service charge of **\$25.00**

Payment Terms: Net 30 Days 1.5% per month will be charged on an open balance exceeding 30 days.

Payment Options: Credit cards are accepted, however, they are subject to a 4% service fee.

Check Remittance: Make all remittances to:
Tuway American Group
2820 West Maple Road, Suite 101
Troy, MI 48084

Venue and Governing Law: Customer, by signing the purchase order attached to these terms and conditions agrees to the following provisions: a) Michigan law shall govern this transaction and any conflict of laws shall not apply; b) venue for any disputes shall be in Oakland County, Michigan; c) any dispute shall be determined by one person arbitration with a reasoned award stating findings of fact and conclusions of law and reasonable time for payment by the losing party if any as determined by the arbitrator, the costs of the prevailing party's attorney fees and the arbitrator's fee shall be borne by the against whom a decision is rendered. Either party may petition for arbitration with an appropriate service that conducts arbitrations and must give notice to the other party of its intent.

Prices and or product offerings subject to change without notice.

Please Note: Changes or cancellations may not be available after receipt of purchase order.

Please visit our web site at www.tuwaymops.com