

## TERMS & CONDITIONS



9750 Aberdeen Rd.  
Aberdeen, NC 28315  
910.944.8700

**Resale:** Customer is purchasing for re-sale purposes only. Customer/applicant agrees to provide TGD and maintain a state resale number and certificate in the state conducting business.

**Compliance with Laws:** Customer acknowledges compliance to all Federal, State and Local laws and Ordinances on the purchasing, record keeping, storage and sale of all products purchased from TGD, including all necessary federal, state and municipal business licenses. Customer further acknowledges that they secure permits to fully comply with all ITAR regulations and comply with the Foreign Corrupt Practices Act.

**Manufacturer Program Compliance:** Customer agrees to follow all legal manufacturer programs that specify restrictions on advertising or selling at specified retail prices.

**Pricing:** Prices are subject to change without notice.

**Order Policy:** Orders are subject to acceptance. Orders cannot be modified or cancelled after shipping, at which point a \$10 order cancellation or change fee is due. Backorders below \$25 are cancelled.

**Freight:** \$500.00 free freight includes the continental US states only. Extra heavy or bulky items are excluded. Special delivery charges levied by the freight companies are charged based on their fee schedule to include residential and extended delivery.

All damaged/missing freight must be reported in 2 business days of delivery date.

**Drop Ship Orders:** Orders below \$100 have a small order fee.

**Payment:** Orders on PREPAY terms must be paid in full before the shipment leaves our facility. Acceptable forms of prepayment include company check, ACH, wire transfer as well as the following major credit and debit cards: VISA, MASTER CARD, DISCOVER, & AMERICAN EXPRESS. Processing fees associated with credit and debit card payments may apply. Any returned checks will be subject to a \$30.00 service charge. Open payment terms are granted through satisfactory review of a signed credit application that requires industry trade references given by the applicant. For open terms customers, invoices balances not paid within 7 days of the due date shall incur a late fee at 2% of the total invoice balance. Thereafter, past due balances shall bear interest charges at a rate of 1.5% per month.

**Security Interest:** Customer grants to TGD a purchase money security interest in any products sold to customer on credit, and a first security lien right in all products purchased from TGD to secure the payment of all amounts owed TGD. Customer hereby authorizes TGD to sign any document required to perfect TGD's security interest, including financing statements under the Uniform Commercial Code.

**Collection:** Customer understands and agrees that if credit is extended, then all invoices are to be paid by the due date on the invoice. Customer shall be liable for all cost incurred by TGD in the collection of any delinquent account, including attorney fees, third-party collection fees, and interest.

**Returns:** Customer agrees not to return any merchandise to TGD without prior approval. Approved returns are subject to a 15% restocking fee. The RMA number must be written on the outside of the box. All shipment errors must be reported in 5 business days.

**Defective Merchandise:** All defective merchandise needs to be returned directly to the manufacturer in accordance with their warranty and return policies.

**Warranties:** The only warranties applicable to the products sold by TGD are those expressed warranties from the manufacturer of the product. Customer understands and agrees that TGD makes no representation or warranties of any kind of nature concerning the products it sells or its safe or consequential use. Customer agrees to waive any and all implied warranties including merchantability or fitness for a particular purpose.

**Notification:** Customer agrees to promptly notify TGD of any changes in the ownership or control of its business or in the form of its business entity.



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