Tri-State
TECHNICAL SALES CORPORATION

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STANDARD TERMS AND CONDITIONS OF PURCHASE

These Terms apply to all purchases of goods and services by Tri-State Technical Sales Corporation ("Buyer") from any supplier ("Seller"). Seller's acceptance of any purchase order, shipment of goods, or performance of services constitutes acceptance of these Terms.

1. Governing Terms

Buyer's purchase order and these Terms govern the transaction. Seller's additional or conflicting terms (including in acknowledgments, invoices, or online portals) shall not apply unless expressly agreed to in writing by Buyer. Seller's performance or shipment constitutes acceptance of Buyer's purchase order and these Terms notwithstanding any contrary language in Seller's documents or electronic systems. For avoidance of doubt, Buyer's placement of orders through Seller's electronic or online ordering systems does not constitute acceptance of Seller's standard terms or portal conditions.

2. Pricing, Tariffs, and Duties

All prices shall be firm and inclusive of all charges, including packaging, handling, and transportation to Buyer's designated delivery location, unless otherwise stated on the purchase order.

Any tariffs, import duties, customs fees, Section 232 or 301 charges, or other governmental assessments applicable to the goods must be clearly stated on Seller's quotation and order acknowledgment.
No new or additional tariffs, duties, or government charges may be added or passed through to Buyer unless they were expressly disclosed and accepted in writing at the time of order.

3. Payment Terms

Payment terms are Net Thirty (30) Days from receipt of Seller's invoice. Buyer may withhold or adjust payment for non-conforming, damaged, or disputed goods.
Buyer may deduct, set off, or apply credits against any amounts owed to Seller arising from non-conforming goods, shortages, or warranty claims.

4. Delivery and Freight

Delivery dates are important to Buyer's business. Seller shall use commercially reasonable efforts to meet all stated delivery schedules and shall promptly notify Buyer of any anticipated delays.

Where Buyer has issued freight-collect or routing instructions on its purchase order, Seller must follow those instructions. Unauthorized freight charges, carrier substitutions, or routing deviations will not be paid by Buyer.

5. Title and Risk of Loss

Title and risk of loss shall pass to Buyer upon delivery of the goods to Buyer's designated delivery location and acceptance by Buyer.

6. Inspection and Acceptance

Buyer shall have a reasonable period after delivery to inspect the goods. Buyer may reject any goods that do not conform to the purchase order or Seller's specifications, and Seller shall, at Buyer's option, promptly repair, replace, or credit such goods at no cost to Buyer. The parties shall cooperate in good faith to resolve any delivery, quality, or warranty issues in a commercially reasonable manner.

7. Warranties

Seller warrants that all goods and services will conform to the purchase order and applicable specifications, be free from defects in material and workmanship, and comply with applicable laws and regulations. These warranties are in addition to any manufacturer or supplier warranties.

8. Indemnification

Seller shall indemnify and hold Buyer harmless from claims, damages, and expenses arising from Seller's breach of these Terms, defective products, or violation of law.

9. Limitation of Liability

Nothing in Seller's terms or documentation shall limit Seller's liability for personal injury, property damage, or breach of warranty relating to the goods or services supplied.

10. Confidentiality

Pricing, drawings, specifications, and technical information provided by Buyer shall be treated as confidential and used solely for fulfilling Buyer's purchase orders.

11. Compliance

Seller represents that goods are produced and supplied in compliance with all applicable laws, including labor, environmental, and trade regulations.

12. Governing Law and Venue

These Terms and all purchases by Buyer shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-law principles. The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in Pennsylvania for any dispute arising out of or relating to Buyer's purchase orders or these Terms.

13. Entire Agreement

These Terms and the applicable purchase order constitute the entire agreement for Buyer's purchases and supersede all prior or inconsistent supplier terms. All warranty, indemnity, and liability provisions shall survive delivery, acceptance, and payment. Buyer's failure to enforce any provision shall not constitute a waiver of that provision or any other right.

14. Assignment

Seller may not assign or transfer this agreement or any right to payment without Buyer's prior written consent.

15. Force Majeure

Neither party shall be liable for failure to perform caused by events beyond its reasonable control; however, Seller shall use commercially reasonable efforts to mitigate any delay or non-performance.

16. Severability

If any provision of these Terms is held unenforceable, the remaining provisions shall remain in full force and effect.