



## Terms and Conditions

These Standard Customer Terms and Conditions govern all purchases and sales between TorZo (Specialty Polymers, Inc.) and customers involving TorZo products. TorZo will not be bound by, and specifically objects to, any term, which is proffered by the Customer in any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless TorZo specifically agrees to such a provision in a written instrument signed by TorZo. TorZo's acceptance of any order by the Customer is expressly conditioned on the Customer's agreement to the terms and conditions of this agreement.

1. **Receipt of Shipment:** *Before accepting delivery of products, it is the Customer's responsibility to thoroughly inspect the products for accuracy, shortage, damage or defects.* Customer should immediately report any discrepancy to TorZo at 1-866-822-0002. Any discrepant material should be kept in the original packaging and not altered in any way until TorZo issues a material disposition. Failure to do so may jeopardize the Customer's rights to warranty replacement and/or reimbursement for shipping damage.
2. **Order Placement:** All orders must be made by written purchase order. TorZo will accept orders by regular mail, courier, special shipper, electronically and fax. Orders will not be acknowledged without an authorized signature (written or digital). Orders are considered accepted after TorZo issues a formal order acknowledgement. *The Customer should closely review the acknowledgement for errors and discrepancies and notify TorZo in writing within 48 hours of the acknowledgement date. Failure to notify TorZo of order within this time period will constitute acceptance of TorZo's order acknowledgement as final and binding.* Changes to an order after 48 hours of acknowledgement may result in a minimum change order fee of 5% of the order value. This allowance does not apply to shipped items.
3. **Order Cancellation:** All orders submitted to and acknowledged by TorZo Surfaces are non-cancellable after 48 hours from receipt by TorZo customer service. All orders that are cancelled within 24-48 hours from receipt by TorZo customer service will be assessed a 25% restocking charge, to be subtracted from the deposit being held by TorZo.
4. **Product Variations:** TorZo's products utilize materials and processes that can create slight color, pattern, and texture variations that are inherent to the custom appearance of the product. Variations in dye lots may also occur. It is recommended that the customer or end user order sufficient quantities to complete a specific project at one time to minimize dye lot variation. Some TorZo products use natural materials that can change color over time and will vary in size, shape, color, density and texture within a single sheet, and from lot to lot. Sheets may have slight irregularities including, but not limited to, dips, shiny spots, or inconsistent texture. This variation is part of the aesthetic beauty of natural products. TorZo's products are not intended for exterior use.



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TorZo cannot be responsible for exact color matching. If TorZo submits a sample to the Customer for approval of color, pattern, texture, thickness, and general appearance, it is understood that slight variations are possible between the sample and the production material. The sample should be used as a production target. The production master will be established from the first production run. Unless otherwise stated in the order acknowledgement tolerances for TorZo products shall be +/- 1/8" for length and width of sheets, and .001" for thickness.

- 5. Customer Owned Material (COM):** TorZo reserves the right to approve all customer supplied materials prior to production. TorZo will make reasonable and practical decisions regarding the use of customer owned material in TorZo products. TorZo cannot guarantee that all COM materials will work in TorZo's processes even after lab testing. TorZo cannot be responsible for COM materials damaged in TorZo's process. For all COM orders, TorZo is providing a resin infusion service and the Customer agrees to pay for such service regardless of the success or failure of the finished product.

COM orders will be scheduled for production after the factory receives the COM material. COM packages must include customer name, purchase order and instructions regarding the use of the material, i.e. face side up/down, pattern orientation, etc. Excess COM material will not be returned to the customer unless specifically requested in writing. COM material should be shipped to: TorZo COM Department, 2475 Progress Way, Woodburn, OR 97071.

- 6. Delivery:** TorZo delivery dates are estimates only. TorZo will make reasonable efforts to deliver in accordance with delivery dates. However, TorZo cannot be liable for failure to deliver as estimated. Customer change orders may affect delivery dates. If TorZo makes delivery installments, they will be individually invoiced and payable without regard to subsequent deliveries. Any delay in delivery of installments will not relieve Customer of its obligations to accept the initial or any remaining installments.
- 7. Shipping:** All orders are shipped freight collect or pre-pay and bill "best way" unless carrier preference is specified on the purchase order. Refusal to accept goods from the carrier does not relieve the Customer of responsibility of payment and filing damage claims in the carrier's prescribed manner. All shipments are FOB Woodburn, OR.

TorZo will use all reasonable business practices to ship orders on the agreed upon ship date. However, the Customer acknowledges that no late penalties or claims including any claims for actual or consequential damages shall be made if the order is delivered late.



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8. **Handling:** Customer should take care when handling, storing, and fabricating all TorZo products to prevent damage. Please review all applicable TorZo product application procedures and fabrication guides for proper care and handling at [www.torzosurfaces.com](http://www.torzosurfaces.com).
9. **Payment Terms & Credit:** All payments are to be made in US funds. 50% of the total balance due must be paid at the time of order placement. The balance must be received prior to shipment.

TorZo does not extend open credit terms as a standard policy. If credit terms are desired on any particular order, the request must be submitted at the time the order is placed by contacting TorZo at 1-866-822-0002.

10. **Title and risk of Loss:** Title to and all risk of loss of any material sold hereunder shall pass to the Customer at the point of shipment upon tender of delivery.
11. **Limited Warranty; Disclaimer; Release; Limitation of Liability:** TorZo warrants to the Customer that: (a) all material supplied hereunder will conform to the description stated on the order acknowledgement; (b) upon payment of the purchase price, the Customer will receive good title to all such material free from any lien, encumbrance or lawful security interest; and (c) the material sold hereunder shall be of merchantable quality.

**TorZo warrants to the Customer that TorZo products shall be free from material defects arising from the manufacture of TorZo sheet products for a period of ten (10) years from the date of purchase. This is a product only warranty, not a fabrication and/or installation warranty. TorZo makes no expressed or implied warranty, including, without limitation, the warranties of merchantability, fitness for a particular purpose (even if that purpose is known to TorZo), or from any course of dealing or trade usage regarding TorZo products. This warranty does not cover damage caused by mishandling, misuse, improper installation, damage from excessive heat or exposure to weather, physical or chemical abuse, or acts of nature. Proper care and handling instructions can be found at [www.torzosurfaces.com](http://www.torzosurfaces.com).**

*Except as expressly set forth in this document, TorZo makes no representations or warranties whatsoever regarding the products. The warranties, obligations, and liabilities of TorZo and remedies set forth herein are exclusive and in lieu of, and the Customer hereby waives, release and disclaims, all other warranties. Obligations and liabilities of TorZo and all other rights, claims, and remedies of the Customer against*



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*TorZo, express or implied, arising by law or otherwise, with respect to the products and any other goods or services delivered under this agreement, including, but not limited to: (A) any implied warranty of merchantability or fitness for a particular purpose; (B) any implied warranty arising from course of performance, course of dealing or usage of trade; (C) any obligation, liability, right, claim or remedy in tort, liability or strict liability of TorZo; and (D) any obligation, liability, right, claim or remedy for infringement.*

*TorZo's liability (whether in contract, tort or otherwise, and notwithstanding any fault, negligence, strict liability or product liability of TorZo) with regard to any product or other goods or services furnished under this agreement will not exceed the purchase price paid by customer to TorZo for the same. Further, TorZo will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of revenue, loss of business or other financial loss, arising out of or in connection with any product or other goods or services furnished under this agreement.*

It is the Customer's responsibility to determine the suitability of TorZo products for its intended use. Since Lumicor has no control over the final or intended use of its products, the purchaser should conduct its own testing to determine product suitability.

TorZo, upon request, may furnish to the Customer such technical advice, as it may be able to supply with reference to the use by customers or end users of any material delivered hereunder. TorZo, however, assumes no obligation or liability for the advice given or results obtained. Customer expressly agrees that it will implement any advice thus given at its own risk and agrees to indemnify and hold harmless TorZo against any liabilities, costs or expenses resulting there from.

12. **Material Safety Data Sheet:** TorZo will make available to the Customer upon request a material safety data sheet which sets forth information concerning the materials and describes certain precautions to be taken in the storage and handling of the same. The Customer shall be responsible for knowing all such information and precautions disclosed in said material safety data sheet and conveying the same to persons who may be exposed to the material.
13. **Pricing:** Prices quoted may be changed without notice. The Customer agrees to pay the net amount within the stated terms of the order acknowledgement per section 8 of this document.
14. **Promotion:** TorZo retains the right to photograph and publish, for marketing purposes, photographs of the final installation of the product(s) sold.