

Terms and Conditions

TXS Industrial Design inc. D.b.a. Brandstand Products

Any provision or condition, including but not limited to any U.S. Government procurement regulations, ("terms") of an order from any customer ("buyer"), which is in any way inconsistent with or in addition to these terms, shall not be binding on Brandstand Products, a division of TXS Industrial Design incorporated (hereafter referred to as "TXS") unless TXS agrees to such terms in writing. If buyer objects to any terms herein, such objection must be in writing and received by TXS at TXS' Texas home office prior to commencement of performance by TXS. Retention by buyer of any products delivered by TXS hereunder shall be deemed acceptance of the terms hereof.

Prices

The prices shall be TXS' standard prices that are in effect at the time TXS accepts buyer's order. TXS may change product prices at any time. Prices are exclusive of all taxes and are subject to an increase equal in amount to any tax, duty, or other charge TXS may be required to collect or pay. Each party acknowledges that the purchase price reflects the allocation of risk expressed herein.

Title; Delivery; Inspection

TXS may deliver the products in installments. Shipping dates are approximate only. Shipments will be freight collect unless otherwise agreed. Buyer will have five working days from date of receipt to inspect the products. Failure by buyer to give notice that identifies particular deficiencies during the inspection period will constitute buyer's acceptance of the products.

Deferments and cancellations

Buyer may defer or cancel shipments of standard products by providing TXS with advance written notice and paying applicable charges. Products held for buyer are held at buyer's sole risk and expense.

Terms and method of payment

Terms of payment are due upon receipt of invoice, subject to continuing credit approval. On noncredit sales, the parties must agree prior to shipment on the method of payment. Payment shall be made for the products without regard to whether buyer has made or may make any inspection of the products. Each shipment made under these terms shall be considered a separate transaction. In the event of any default by buyer, TXS may decline to make further shipments.

Warranty

The following warranties for products are in lieu of all conditions or warranties, express or implied, including but not limited to any implied conditions or warranties of merchantability or fitness for a particular purpose on the part of TXS or its licensors

TXS warrants that at the time of delivery it has title, or the right to provide the products. TXS warrants the products for the applicable warranty period against faulty workmanship or the use of defective materials. These warranties are granted only in the United States and Canada.

Products are warranted by TXS against manufacturing defects in materials and workmanship under normal use for ninety (90) days from the date of purchase. Defective products will be exchanged for the exact same item.

Return policy

For a refund or exchange, products must be returned within 30 days of original purchase date. Customers must contact TXS Industrial Design to obtain a return merchandise authorization (RMA) number and specific shipping instructions prior to returning product. Any product returned without a RMA will be refused. Product must be in original box with original accessories and packaging in undamaged, clean and brand-new condition. Products that are incomplete, damaged or have been used will require a deduction in refund. There is a 30% restocking fee on all returned products. Refunds will be issued by check. Refund checks are mailed the 10th day from the date the product is returned. Delivery, graphic insert charges and customized products are non-returnable.

Disclaimer of damages

In no event shall TXS or its suppliers be liable for indirect, incidental, or consequential damages, loss of profits, loss of use or data, or interruption of business, whether the alleged damages are labeled in tort, contract, or indemnity, even if TXS or its suppliers has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply.

Miscellaneous

The agreement is in the English language only, which language shall be controlling in all respects.

The validity, performance and construction of this agreement shall, insofar as may be permitted by applicable law, be governed by and interpreted in accordance with the laws of the state of Texas, U.S.A. As apply to contracts made and fully performed in Texas. The parties exclude the application of the United Nations convention on contracts for the international sale of goods to this agreement.

This agreement shall not be assigned or transferred by buyer without the prior written consent of TXS. Any attempted assignment or transfer of any of the rights, duties or obligations of this agreement shall be void. If consent is given, this agreement shall be binding upon and inure to the benefit of the assigns.

If any provision of this agreement is held invalid, the other provisions shall not be affected.

The products may be subject to export regulations by the U.S. Government. Prior to export or re-export buyer agrees to obtain any licenses that may be required under the applicable laws of the U.S., including the export administration act and regulations.

Continued use or possession of the products after expiration of the applicable warranty period will be a conclusive statement by buyer that the warranty is fulfilled to buyer's satisfaction, unless buyer has previously notified TXS in writing of a particular defect. Failure of either party to enforce any term and condition of this agreement will not be deemed to be a waiver of such term or condition. TXS is not liable, either wholly or in part, for nonperformance or a delay in performance due to force majeure or contingencies or causes beyond the reasonable control of TXS, including but not limited to shortage of labor, fuel, raw material or machinery or technical or yield failures where TXS has exercised ordinary care in the prevention thereof. Production and deliveries may be allocated by TXS in any reasonable manner in the event of shortage of products. TXS reserves the right to change its product offering at any time without notice including adding or deleting products or by modifying the specification of existing products.

Modification/entire agreement

This agreement constitutes the complete and exclusive expression of all the terms of agreement between the parties. It supersedes all understandings and negotiations concerning the matters specified herein. Any representations, promises or warranties made by either party that differ in any way from the terms of this agreement shall be given no force or effect. No addition to or modification of any provision of this agreement shall be binding upon TXS unless made in writing and signed by a duly-authorized representative of TXS located at TXS' Texas corporate office.