

TRIFOREST'S STANDARD SUPPLY TERMS

1. Price: Customer pays the price at the time of shipment. TriForest updates pricing January 1st every year; shipments after this date will be invoiced at the new price.
2. Shipping: FOB Origin.
3. Product Warranty: TriForest warrants that products will be free from defects and conform to the specifications published by TriForest.
4. Limitation of Liability: TriForest's maximum liability for damages relating to the purchase of products is limited to the purchase price of the products.
5. Returns: TriForest reserves the right to charge a 25% restocking fee for all returns.
6. Force Majeure: In the event TriForest is unable to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, accident, strike, slow-down, lock-out or other difference with or inability to secure workmen, lack of material, lack of facilities, equipment failure, Act of God, act of any public enemy, war, terrorism, voluntary or involuntary compliance with any valid or invalid order, regulation, law or request or recommendation of any government agency or authority, lack of transportation facilities, pandemic, disease outbreak, or other cause beyond the reasonable control of TriForest, TriForest shall be excused from its obligations of these terms and conditions.
7. Applicable Law and Venue: These terms and transactions contemplated hereunder shall be governed by the laws of the State of California.