



**TRIAD PLASTIC TECHNOLOGIES  
STANDARD TERMS AND CONDITIONS OF SALE**

These Standard Terms and Conditions of Sale ("Terms") apply to all quotations, order acknowledgments, sales, tooling, molds, and shipments by Triad Plastic Technologies ("Seller"). These Terms, together with Seller's written quotation and order acknowledgment, constitute the entire agreement between Seller and the purchaser ("Customer"). Seller expressly rejects any additional or different terms contained in any Customer purchase order or other document unless expressly agreed to in writing by Seller.

**1. ACCEPTANCE OF ORDERS**

Customer orders are subject to acceptance by Seller in writing or via email. Quotations may be modified or withdrawn at any time prior to written acceptance. Clerical or typographical errors are subject to correction.

Pricing is based on industry standard tolerances of  $\pm 0.005$  inch per inch unless otherwise specified in Customer-provided drawings at time of quotation. Quoted price breaks apply only to quantities scheduled for shipment within thirty (30) days.

Mold quotations are based solely on Customer-supplied part drawings or solid model files and are subject to review and confirmation following receipt of final approved mold design. Material shrinkage is estimated from published data or Customer directives and may vary due to geometry or processing conditions. Dimensional variation within specified tolerances shall not constitute nonconformance. Mold adjustments required to meet revised Customer specifications shall be at Customer's expense.

**2. TAXES**

All prices are exclusive of sales, use, excise, value-added, or other applicable taxes. Customer shall be responsible for all such taxes unless a valid exemption certificate is provided.

**3. CHANGES AND CANCELLATION**

Orders accepted by Seller may not be cancelled, changed, reduced, or suspended except with Seller's written consent. Customer shall be responsible for all costs incurred up to the date of cancellation, including materials, labor, overhead, tooling, and administrative expenses.

**4. CUSTOMER-SUPPLIED MATERIALS**

Customer assumes full responsibility for any materials, components, or tooling supplied by Customer. Seller shall not be liable for defects or delays resulting from such items. Normal attrition loss during processing is expected. Customer is responsible for additional labor or scrap resulting from defective or nonconforming supplied materials.

**5. SHIPMENT; DELIVERY; QUANTITIES**

All shipments are F.O.B. Seller's facility. Risk of loss transfers upon delivery to carrier. Delivery dates are estimates only and not guaranteed. Customer agrees to accept over-run or under-run quantities of up to ten percent (10%) of the ordered quantity, which shall constitute full performance of the order. If Customer fails to accept shipment when tendered, Seller may invoice the goods and store them at Customer's risk and expense. Storage, handling, and insurance costs shall be borne by Customer.

**6. PAYMENT TERMS**

Payment terms are as stated in Seller's quotation or invoice. Invoices not paid within stated terms shall accrue interest at 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is less.

Seller reserves the right to modify or withdraw credit terms at any time and may require advance payment or security. If Customer fails to meet payment obligations, Seller may suspend performance, cancel orders, or retain possession of Customer-owned tooling or property in Seller's possession as security for unpaid amounts. Customer shall reimburse Seller for all collection costs, including reasonable attorney's fees.

**7. TOOLING; TITLE; POSSESSION**

Unless otherwise agreed in writing, title to molds and tooling transfers to Customer only upon full payment of all related invoices. Until paid in full, Seller retains a security interest in such tooling. Seller shall not release Customer-owned tooling if any outstanding invoices remain unpaid. Upon termination of the business relationship, Customer shall pay all outstanding amounts prior to removal of tooling. Preparation, packaging, and shipping costs are Customer's responsibility. Seller does not guarantee tool life, cycle time, cavitation output, maintenance intervals, or production rates unless expressly stated in writing.

**8. INSPECTION AND ACCEPTANCE**

Customer shall inspect all goods within fifteen (15) days of receipt. Failure to provide written notice of nonconformance within this period constitutes acceptance. For molds, failure to provide written objection within ten (10) days of receipt of mold samples constitutes approval. Commencement of production or commercial use of parts constitutes final acceptance. Returned goods require prior written authorization (RMA). Seller's liability for nonconforming goods is limited to repair, replacement, or credit of the purchase price, at Seller's option.



**9. WARRANTY DISCLAIMER**

Seller warrants only that goods will conform to Customer’s specifications as provided in writing and accepted by Seller. Except as expressly provided herein, seller makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

**10. LIMITATION OF LIABILITY**

In no event shall seller be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to lost profits, loss of use, loss of production, recall costs, line-down charges, field service costs, or cover damages, whether arising in contract, tort (including negligence), strict liability, or otherwise. Seller’s total cumulative liability arising out of or relating to any order shall not exceed the amount paid by customer for the specific goods giving rise to the claim. The remedies set forth herein are customer’s sole and exclusive remedies.

**11. INTELLECTUAL PROPERTY**

Customer warrants that products manufactured to Customer’s designs do not infringe any patent, copyright, trademark, or other intellectual property rights. Customer shall indemnify and defend Seller against any claims arising from compliance with Customer specifications. Seller retains ownership of all proprietary manufacturing processes, CAD/CAM programs, EDM electrodes, tooling design concepts, and related data created by Seller.

**12. INDEMNIFICATION**

Customer shall indemnify, defend, and hold Seller harmless from all claims arising out of:

- (a) defects in Customer’s design or specifications.
- (b) Customer’s misuse, modification, or improper application of goods.
- (c) Customer’s breach of these Terms.
- (d) infringement arising from Customer-provided designs or materials.

Seller shall not be responsible for compliance with regulatory requirements unless expressly agreed in writing.

**13. DATA FILES**

Customer guarantees accuracy of all CAD/CAM files and drawings provided. Seller shall not be responsible for errors resulting from inaccurate or incomplete data. Additional costs resulting from such errors shall be borne by Customer.

**14. REWORK AND BACKCHARGES**

Seller shall not be responsible for rework performed outside Seller’s facility without prior written authorization. Seller rejects all unauthorized chargebacks or deductions.

**15. FORCE MAJEURE**

Seller shall not be liable for delays or failure to perform caused by events beyond its reasonable control, including acts of government, natural disasters, labor disputes, supplier delays, material shortages, freight carrier delays, utility interruptions, pandemics, or similar events. Seller may allocate production among customers as it deems appropriate.

**16. TERMINATION**

Upon termination of the business relationship, Customer shall purchase all finished goods, work-in-process, raw materials, packaging, and components acquired specifically for Customer’s products. Customer is not required to purchase regrind material.

**17. GOVERNING LAW**

These Terms shall be governed by the laws of the State of Nevada. Any dispute shall be brought exclusively in a court of competent jurisdiction located in Washoe County, Nevada.

**18. ENTIRE AGREEMENT; SEVERABILITY**

These Terms, together with Seller’s quotation and order acknowledgment, constitute the entire agreement between the parties and supersede all prior agreements or understandings. If any provision is found unenforceable, the remaining provisions shall remain in effect.

**19. SURVIVAL**

Provisions relating to payment obligations, limitation of liability, indemnification, intellectual property, and governing law shall survive termination or completion of performance.

Customer Authorized Representative

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



8900 Double Diamond Pkwy. Reno, Nevada 89521 \* Web site: [www.triadreno.com](http://www.triadreno.com)  
 E-mail: [jeffg@triadreno.com](mailto:jeffg@triadreno.com)  
**Phone:** (775) 853-6653 EXT.101 / (800) 356-6653 \* **Fax:** (775) 853-6690 / (800) 452-2109

### Revision History

Revision	Author/Date		Reviewed By/Date		Approved By/Date		Comments
A	C. Krouskop	Jun-02-2021	M. Small	6-2-2021	G. Latimer	6/2/21	Initial Release
B	C. Krouskop	May-02-2023	M. Small	5-8-2023	G. Latimer	5/8/23	Updated bullet #3 (see highlighted)
C	C. Krouskop	Dec-20-2023	M. Small	<b>1-19-2024</b>	G. Latimer	1/23/24	Updated section 1-Conformation of Order (See Yellow highlighted area)
D	J. Gail	18Feb2026	J. Meeks	18Feb2026			Updated entire document to eliminate unnecessary exposure.