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Terms and Conditions of Sale		
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1. Order Acceptance. All orders are subject to credit approval and acceptance by Trans Cable.

2. Price. For the materials covered by these Terms (“the materials”) and unless otherwise agreed in writing: Buyer agrees to pay Trans Cable’s standard prices as of the date of shipment unless otherwise agreed in writing by both parties.

All shipping charges will be paid by the buyer for anything less than the over total of \$5,000.

3. Minimum Order. Trans Cable’s minimum order is 90 units.

4. Specifications. Trans Cable reserves the right to modify seller’s published specifications and constructions of the materials whenever such modification is necessary to comply with any government ruling, directive, order, or whenever Trans Cable otherwise deems it necessary or advisable to make such modification, regardless of any other specification or constructions (including any such submitted by buyer). The materials will be made to conform to the latest rulings, directives, or orders, where applicable. Trans Cable assumes no responsibility for any changes in specifications requested by buyer, unless such change is confirmed in writing by buyer and accepted in writing by Trans Cable. Any price variation resulting from such a change will become effective immediately upon acceptance of all changes.

5. Shipping. Trans Cable is not responsible for any loss or damage in transit or otherwise will be borne by buyer after delivery of the materials to the F.O.B. point stated herein, which point is understood to mean a common carrier loading facility within the specified warehouse or plant from where the materials are shipped.

6. Shipping Date. Order ship dates will be calculated and become effective on and after date of receipt at Trans Cable discretion of all manufacturing specifications and requirements. Where no shipping date is specified, shipment will be made at the convenience of Trans Cable.

7. Packaging. Unless otherwise stated, materials will be furnished in Trans Cable’s standard boxes. Any items of custom origin are non-returnable, and no refund will be made upon the return of such items.

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8. Force Majeure. Trans Cable will not be liable for any delay or failure of performance or in the delivery of the shipment of the materials or for any damaged suffered by buyer by reason of such delay or failure, when such delay or failure is directly or indirectly caused by or in any manner arises from acts the elements: fires, floods, pandemics, accidents, riots, wars, acts of government, labor difficulties, delay in securing or shortages of raw material, labor, fuel, power or transportation. Whether or not similar in nature to any of those hereinbefore specified are beyond Trans Cable’s control.


All orders will be deemed to be suspended so long as any such cause shall prevent or delay performance, Trans Cable agrees to make and buyer agreeing to accept delivery whenever such cause has been remedied.

In no event will Trans Cable be liable for any consequential damages, incidental damages, damages for loss of use or damages for loss of profits for any delay or failure in performance not excused under the foregoing subparagraph.

9. Past Due Accounts. Time and terms of payment are essential hereto. Interest on all past due accounts will be charged at such a legal rate as Trans Cable may choose. If any default therein be made by buyer or if the financial responsibility of buyer at any time becomes impaired or unsatisfactory to Trans Cable, Trans Cable will have the right to terminate without notice or to defer or discontinue further shipments until all past due payments are made or satisfactory assurance of buyer’s financial responsibility is received by Trans Cable. Such right will continue irrespective of any prior failure on the part of Trans Cable to exercise such right.

10. Warranty. Trans Cable warrants that all goods will conform to the description on the face hereof, and that the materials will be free from defects in material and workmanship. Any service, technical advice or assistance Trans Cable provides is given without representation or warranty and is accepted at buyer’s sole risk.

11. Returns. Except as otherwise stated, any claim on account of defective materials or for any cause whatsoever will conclusively be deemed waived by the buyer unless written notice thereof is given to Trans Cable within thirty (30) days after date of shipment. Trans Cable will be given a reasonable opportunity to investigate all claims. No materials may be returned by buyer without Trans Cable’s prior written consent and, if given, Trans Cable will provide buyer specific shipping instructions. If returned materials meet specifications, the buyer agrees to reimburse the seller with all costs associated with its return. Exclusion of returns are all custom merchandise, etc. Custom Color, Custom Print, Custom Packaging.

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12. Orders Not Taken. The buyer will remain liable for the full price of materials ordered but not taken as agreed.

13. Cancelled orders. If an order is cancelled or terminated after the materials have been put into production, the buyer shall be liable to Trans Cable for the value of the services already completed and/or commenced and the commitments given in connection with this manufacture of products at the date of cancellation/termination, including the cost of raw materials, price of finished or semi-finished products, stock and work in progress and overhead together with any expenses incurred and any additional compensation that may reasonably be claimed for the cancellation/termination.

Revision	Comments	Initials	Release Date
A	Initial Release	EHLA	01/23/2024