



Standard Terms and Conditions

[www.tpiusa.com](http://www.tpiusa.com)

### **1. Quotation Validity**

*Quotations are valid for 30 days from the date of issue, unless otherwise specified in writing. All pricing, lead times, and availability are subject to change due to fluctuations in material costs, labor market conditions, or other economic factors.*

### **2. Payment Terms**

*Standard payment terms are Net 30 from the date of the invoice unless otherwise agreed upon in writing. Late payments may be subject to interest charges of 1.5% per month. Failure to remit payment within terms may result in suspended services or future credit restrictions.*

### **3. Shipping & Handling**

*All orders are shipped FOB Origin (Sterling Heights, MI) unless specified otherwise. Customer is responsible for all shipping, insurance, and handling costs.*

*International Shipping: All import/export duties, customs fees, and international freight charges are the responsibility of the buyer. TPI is not liable for delays caused by customs clearance.*

*Title and risk of loss pass to the buyer upon delivery to the carrier.*

### **4. Lead Time**

*Lead times quoted are estimates based on current capacity and material availability. TPI is not liable for delays due to supplier issues, transportation interruptions, or force majeure events. TPI will make commercially reasonable efforts to meet quoted lead times but assumes no liability for delays beyond its control.*

## 5. Warranty

Products are covered by a limited warranty of 24 months from the shipment date against defects in material and workmanship. The warranty excludes damage caused by misuse, improper installation, unauthorized modification, or normal wear and tear. This warranty is limited to repair or replacement at TPI's discretion. No other warranties, express or implied, including merchantability or fitness for a particular purpose, are provided.

## 6. Calibration Services

All calibration services are traceable to NIST standards. The equipment must be clean and in working condition upon arrival. Additional fees may apply for repairs, cleaning, or expedited services.

## 7. Engineering Services

Engineering, design, and support services are billed based on the following 2025 rate schedule:

Service	Straight Time	Overtime	Premium Time
Shop Design Composite Rate	\$90/hr	\$117/hr	\$153/hr
Shop Labor Composite Rate	\$90/hr	\$117/hr	\$153/hr
Remote Engineering Support Rate	\$140/hr	\$182/hr	\$238/hr
Engineering Composite Rate	\$190/hr	\$247/hr	\$323/hr

Rates are subject to change. TPI reserves the right to update billing rates with notice. All engineering services will be quoted in advance or approved by the customer before proceeding. All quoted hours are estimates unless explicitly marked as "not to exceed." Additional work beyond quoted hours will require customer approval.

## 8. Returns & RMAs

No returns are accepted without prior authorization. Please contact TPI to obtain a Return Material Authorization (RMA) number. Returned items must be in original condition. Returns without an RMA will be refused. Products returned for reasons other than defects are subject to a restocking fee of up to 25%.

## **9. Limitation of Liability**

*TPI shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to lost profits, downtime, or equipment damage, even if advised of the possibility. TPI's total liability for any claim arising out of or relating to any product or service shall not exceed the purchase price paid by the customer.*

## **10. Ownership of Designs**

*All custom designs, drawings, and documentation remain the intellectual property of TPI unless otherwise agreed in writing. Use or reproduction without permission is prohibited. Nothing in this agreement shall be construed as granting a license or transfer of intellectual property rights unless explicitly stated in writing.*

## **11. Governing Law**

*These terms shall be governed by the laws of the State of Michigan. Any disputes shall be resolved in the courts of Macomb County, Michigan. The parties waive any objection to the jurisdiction or venue of such courts and agree not to assert any defense based on lack of jurisdiction or inconvenient forum.*

## **12. Disclaimer**

*TPI strives to ensure all information provided is accurate at the time of issuance. However, TPI is not responsible for typographical errors, outdated content, or misinterpretation of information contained in quotations or this document.*

## **13. Non-Solicitation of Employees**

*Customer agrees not to directly or indirectly solicit for employment, hire, or otherwise engage any Test Products, Inc. employee involved in the provision of products or services under this agreement, during the term of engagement and for a period of twelve (12) months thereafter, without prior written consent from Test Products, Inc.*

*In the event the Customer breaches this provision, Customer agrees to pay Test Products, Inc. a placement fee equal to 50% of the employee's total annual compensation, as liquidated damages and not as a penalty. This fee represents a reasonable estimate of the costs incurred by Test Products, Inc. in recruiting, hiring, training, and onboarding qualified personnel.*