



## TERMS AND CONDITIONS

### 1. Parties

These Terms and Conditions ("Terms") apply to all transactions between MT Displays LLC ("the Company") and its Business-to-Business ("B2B") customers in the United States. By placing an order or entering into a contract with the Company, the customer ("Customer") agrees to these Terms.

### 2. Quotations

2.1 Any quotation provided by the Company constitutes an invitation to the Customer to submit an offer. The Company reserves the right to withdraw or amend any quotation before an order is acknowledged.

2.2 All quotations are **valid for 30 days** unless stated otherwise and may be subject to changes due to fluctuations in raw material costs or other external factors.

### 3. Prices

3.1 Unless explicitly stated in a fixed-price agreement, all prices are subject to change based on market conditions, including but not limited to raw material fluctuations (e.g., aluminum, steel, plastics).

3.2 Prices do not include shipping, handling, taxes, duties, or special packaging unless explicitly agreed upon. Any additional costs incurred due to special requests will be borne by the Customer.

3.3 Freight and insurance costs, if applicable, will be added to the invoice. The Company will notify the Customer in advance of any price adjustments.

### 4. Payment Terms

4.1 Payments are due in full at the time of order placement unless otherwise agreed in writing. No goods will be dispatched until payment is received.

4.2 If the Customer has an established credit account with the Company, payment terms will be **net 30 days** from the invoice date unless specified otherwise. Late payments may incur additional charges or interest.

4.3 Payments must be made without deductions unless supported by a valid court order requiring such deductions.



## 5. Complaints and Returns

5.1 Complaints related to shortages or visible damage must be reported **within 14 days** of receiving the goods. Complaints must include order or delivery numbers and photographic evidence of the issue.

5.2 Products returned for reasons other than defects will incur a **restocking fee of 15%** if unused and in original packaging. Products returned without original **packaging will incur a 25% fee**. Return shipping costs are the Customer's responsibility.

5.3 Custom-made or specially manufactured products cannot be returned unless proven defective.

5.4 The Company adheres to its Warranty Conditions for all claims.

## 6. Shipping and Delivery

6.1 Goods are shipped **FOB (Free On Board)** point of origin, with freight prepaid and added to the Customer's invoice unless otherwise agreed.

6.2 The Company is not responsible for delays caused by third parties, including transportation companies or customs clearance. Liability for non-delivery is limited to replacement or credit at the Company's discretion.

6.3 Customers must accept delivery when goods are ready. Failure to do so will result in the goods being deemed delivered, and storage costs may apply.

6.4 Unless specified, unloading and associated risks are the Customer's responsibility.

## 7. Title and Risk

7.1 Ownership of the goods remains with the Company until full payment is received. Risk of loss or damage passes to the Customer upon delivery.

7.2 The Customer must store goods in a manner that clearly identifies them as the property of the Company until ownership is transferred.

## 8. Specifications and Changes

8.1 All product specifications, dimensions, and performance data are approximate and subject to change without notice.

8.2 The Company reserves the right to modify product designs and specifications to enhance quality and performance.



## **9. Force Majeure**

9.1 The Company shall not be held liable for any failure to perform due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, labor disputes, governmental actions, or transportation disruptions.

9.2 The Company will make reasonable efforts to minimize the impact of such delays and resume performance as soon as possible.

## **10. Limitation of Liability**

10.1 The Company's liability is limited to the purchase price of the goods in question. Under no circumstances will the Company be liable for indirect, incidental, or consequential damages, including but not limited to loss of profits or business.

## **11. Governing Law**

These Terms are governed by the laws of the **State of Pennsylvania, USA**. Any disputes shall be resolved in courts located within the state.

## **12. Severability**

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

For further inquiries, please contact **MT Displays LLC** at **1-855-478-0652** or **info@mtdisplaysllc.com**.