

- General Conditions:** The Terms and Conditions set forth herein apply to any proposal and/or sell made by Transamerica Lubricants Inc. ("TRANSAMERICA") and limit the acceptance by a Buyer to these general terms and conditions. Inconsistencies, alterations, additions or any modifications, in verbal or writing, to the terms and conditions set forth herein will not be accepted by TRANSAMERICA and are not binding upon unless specifically accepted by TRANSAMERICA in writing. Buyer's own Terms and Conditions will not supersede or govern upon these Terms and conditions unless expressly agreed in writing by TRANSAMERICA. TRANSAMERICA reserves the right to modify these terms and conditions when necessary and distribute them to become effective immediately.
- Price of Product/Service:** TRANSAMERICA reserves the right to change any price without prior notice. Under no circumstance price will be honored unless expressly accepted and agreed upon in writing by TRANSAMERICA by Quote or otherwise. If any raw material cost for the goods increases in any circumstance, such increase will then be passed on to Buyer immediately upon reasonable notice.
- Outstanding Quote:** Outstanding Quotes, unless agreed to in writing by TRANSAMERICA, are only open for ninety (90) days from the date of the quote.
- Minimum Billing Policy:** The minimum amount billed per product will be confirmed through a quote which will not be lower to 750.00 usd per Invoice. TRANSAMERICA provides Minimum Order Quantities that will be reinforced to Invoice and Shipment in one event unless otherwise agreed upon.
- Contract/ Purchase Orders:** Blanket Orders or Self Renewing Contracts and/or Open Purchase orders ("ORDER") will NOT be accepted by TRANSAMERICA for the delivery of goods for more than one year from the date of the order confirmation. Any ORDER may only be renewed upon express written agreement by TRANSAMERICA. No shipments shall be made after the end date of any ORDER unless shipped as accommodation to Buyer to avoid goods shortage but shall not be relied upon by Buyer to renew the ORDER. TRANSAMERICA reserves the right to terminate the ORDER for its convenience at any time upon the same terms and conditions as the Buyer has for such termination. TRANSAMERICA reserves the right to request the period of ORDER to be align to the Fiscal Year period starting January ending December regardless of the date the ORDER is received.
- Order Cancellations:** TRANSAMERICA reserves the right to refuse any order cancelation. Cancellations may be considered, if received 48 hours after the order is placed, and will be revised upon case by case basis analysis. Cancellation of Rush Orders will not be considered. Any order cancelled after the 48 hour period will be subject to the 50% restocking fee of the Invoice total.
- Delivery:** TRANSAMERICA reserves the right to change the lead time and or shipment date, with reasonable notice, of the products based on the conditions provided by the MANUFACTURER and TRANSPORTATION that are out of TRANSAMERICA's control on events such as production delays, transportation delays and/or weather delays, etc.
- Payment:** All invoices by TRANSAMERICA shall be paid within the net terms agreed upon between TRANSAMERICA and the buyer. TRANSAMERICA's default payment terms are NET 30 upon Invoice date unless otherwise agreed upon. In the event a late payment, TRANSAMERICA reserves the right to hold all pending shipments until the reception of the late payment. Under no circumstance is a payment from the Buyer dependent upon Buyer being paid by any customer to whom the Buyer furnishes the goods.
- Returns:** All Returns must be pre-approved by TRANSAMERICA. TRANSAMERICA reserves the right to refuse any return request. The return of any product with verifiable quality concerns may be authorized by TRANSAMERICA with full credit or product replacement. (If authorized), NON-verifiable quality concerns will be returned at customer's expense. TRANSAMERICA may authorize returns of unopened containers within 4 years from date of shipment from factory (Shelf Life) and a minimum 50% restocking fee.
- Warranty:** TRANSAMERICA warrants its products to be free from defects when they are used in accordance with TRANSAMERICA and MANUFACTURER's recommendations and instructions and have not been modified or tampered with by any party and will not be held responsible for any damage or injury resulting of improper storage or handling, abuse, misuse or normal wear and tear of product.