

1. **General:** Prices, material, specifications, Terms & Conditions are subject to change without notice. All orders are subject to acceptance by TVM Building Products and will be invoiced at prices in effect on date of shipment.
2. **Payment Terms:** Cash or Credit Card (Master or Visa only) until credit has been approved. Specific terms will be noted on quotes and invoices.
3. **New Accounts:** Credit must be established prior to shipment by completion of a TVM credit questionnaire. Opening orders will be shipped upon receipt of payment, unless credit approval is obtained.
4. **Freight:** Prepaid for orders over \$800.00. TVM will at their discretion, utilize the most direct regular freight service to any given area unless a specific truck line is requested by the customer in writing.

Conditions to Prepaid Freight:

1. Orders over \$800 previously negotiated as prepaid, will ship via a carrier of TVM's choice.
 2. All prepaid orders with a Residential drop ships will be subject to a \$2.50 surcharge per package
5. **Lead Times:**
 - Regular Stock Orders placed before 2:00 pm for in-stock materials shipped from TVM warehouses will be shipped next day
 - Orders of non stock material require 3 weeks
 - Truckload or container orders will ship in six (6) working days
 6. **Back Orders:** Orders with items temporarily out of stock can either be held until items are produced or the items will be considered cancelled and the customer will be requested to re-order at a later date.
 7. **Past Due Accounts:** Accounts past terms will not have additional orders released to them without authorization from TVM Management. Please contact your Customer Service Representative in such cases.
 8. **Damaged, Short Shipped or Defective Merchandise:** Please check your order carefully upon receipt.

Damaged Material: If there is damage as a result of shipping and handling, make a note on the Bill of Lading before signing. Please notify the TVM Customer Service Department that your order arrived with shipping damage immediately. If the damage is concealed and not discovered until product is opened, it is important the goods are kept in the same packaging in which they were delivered. A claim can only be made if the merchandise is in the original packaging material.

Short Shipments: If the order is incorrect or short shipped, contact the TVM Customer Service Department immediately at: 888-699-1645. Any claim for shortage or incorrect product **MUST** be signed as such on the Bill of Lading in the presence of the *Driver*.

Returns or exchanges will not be accepted after six months from the invoice date. All merchandise must be returned prepaid and a packing list must be enclosed. **Non-defective merchandise is subject to a 15% re-stocking charge.**

Defective Merchandise Policy: In the case of defective material, please contact the TVM Customer Service Department immediately to complete a Customer Complaint Form (CCF) and obtain a Return Authorization Number (RAN). The CCF must be followed and completed in order to receive product replacement or credit. For a copy of the CCF, please contact TVM Customer Service. Following the inspection of the merchandise, credit will be issued for the cost on the corresponding invoice or replacement product will be sent. All defective merchandise must be returned with the RAN clearly marked on the merchandise. If your request for credit is rejected for any reason, you will be notified in writing of the reason for rejection.

Drop Ship Policy: TVM will split drop ship orders within a 100 mile radius at an additional \$75.

IN ALL CASES, A RETURN AUTHORIZATION NUMBER (RAN) MUST BE OBTAINED FROM OUR CUSTOMER SERVICE DEPARTMENT BEFORE RETURN GOODS WILL BE ACCEPTED.

TVM LIMITED WARRANTY

TVM Sealants™

Product Quality – TVM Building Products warrants the original purchaser against all product or part (hereinafter “product”) defects in material and workmanship for a period of 180 days from date of delivery.

TVM’s obligation under this warranty is limited to replacement, without charge to the original Purchaser, of any product found to be defective and shall in no event be liable for incidental or consequential damages. TVM’s liability, expressed or implied, is limited to the stated selling price of any goods found to be defective. Furthermore, TVM shall have no obligation under this warranty for any defects, malfunction or failures caused by misuse, negligence, or accidents not attributable to TVM. The obligation under this warranty applies only where thorough examination of the product by TVM, shall disclose to its satisfaction that the product was defective when sold to the original Purchaser. A return authorization code must be obtained from TVM prior returning the product. Copies of the original sale and delivery slip must be also be included. TVM’s sole liability herein shall be to replace the product in question at its own expense. The foregoing warranty shall constitute the exclusive remedy of the Purchaser and the exclusive liability of TVM.

15, 25, 35, 50, 75 Years Lifetime Warranty – TVM Building Product warrants its sealant products will maintain its performance after curing for the period as indicated for each product when used as directed. If the customer is not satisfied with the product performance when used as directed, return the used cartridge and sales receipt to TVM’s Technical Department at 169 Jari Drive, Johnstown PA, 15904 for product replacement or sales price refund. TVM will not be liable for incidental or consequential damages.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND TVM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORALLY IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWSOEVER ARISING, MAY BE RECOVERED AGAINST TVM.

TVM Insulation Products™

TVM 10 Year Limited Warranty: TVM Building Products warrants its Insulation products to the original purchaser against all defects in material and workmanship for 10 years from the date of purchase. At TVM’s option, TVM’s obligation under this Limited Warranty is limited to the repair of, or replacement of, defective products. Any obligation to replace defective products shall not include the cost or expense of any labor necessary for the replacement of the defective materials, but only the provision of the replacement materials. TVM will not be liable for any loss, damage, costs or expenses arising from the use or inability to use our products, or abuse of the products. This Limited Warranty will be void if TVM insulation is used in exterior applications or in situations where there is exposure to UV light. Only dual reflective faced insulation products should be used in open sided buildings.

TVM Building Products warrants only that its products will meet TVM’s specifications. TVM shall in no event be liable for incidental, consequential or special damages. TVM’s liability, express or implied, is limited to the stated selling price of any goods found to be defective.

Check local building codes for compliance before installation. TVM does not warrant that its products comply or meet in any way with any local building codes and the determination of any such compliance is the sole responsibility of the purchaser. TVM is not liable for the use, misuse or improper installation of the product. The proper installation of the product is the sole responsibility of the purchaser and its builder or contractor.

To ensure the integrity of the system, TVM Tape must be used to seal all seams. Keep TVM reflective Insulation away from all welding equipment, and do not expose TVM Insulation to an open flame or any temperatures exceeding 180° F.

THIS LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND TVM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES HOWEVER ARISING, DIRECTLY OR INDIRECTLY, MAY BE RECOVERED AGAINST TVM.

TVM LIMITED WARRANTY

TVM Extruded Products™

Product Quality – TVM Building Products warrants the original purchaser against all product or part (hereinafter “product”) defects in material and workmanship at the time of delivery.

TVM’s obligation under this warranty is limited to replacement, without charge to the original Purchaser, of any product found to be defective and shall in no event be liable for incidental or consequential damages. TVM’s liability, expressed or implied, is limited to the stated selling price of any goods found to be defective. Furthermore, TVM shall have no obligation under this warranty for any defects, malfunction or failures caused by misuse, negligence, or accidents not attributable to TVM. The obligation under this warranty applies only where thorough examination of the product by TVM, shall disclose to its satisfaction that the product was defective when sold to the original Purchaser. A return authorization code must be obtained from TVM prior returning the product. Copies of the original sale and delivery slip must be also be included. TVM’s sole liability herein shall be to replace the product in question at its own expense. The foregoing warranty shall constitute the exclusive remedy of the Purchaser and the exclusive liability of TVM.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND TVM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORALLY IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWSOEVER ARISING, MAY BE RECOVERED AGAINST TVM.

TVM Trusscore Paneling™

TVM Trusscore Paneling 10 Year Limited Warranty: TVM Building Products warrants its Trusscore Paneling products to the original purchaser against all defects in material and workmanship for 10 years from the date of purchase. At TVM’s option, TVM’s obligation under this Limited Warranty is limited to the repair of, or replacement of, defective products. Any obligation to replace defective products shall not include the cost or expense of any labor necessary for the replacement of the defective materials, but only the provision of the replacement materials. TVM will not be liable for any loss, damage, costs or expenses arising from the use or inability to use our products, or abuse of the products.

TVM Building Products warrants only that its products will meet TVM’s specifications. TVM shall in no event be liable for incidental, consequential or special damages. TVM’s liability, express or implied, is limited to the stated selling price of any goods found to be defective. Surface wear, scratches, and color variations that occur after installation are not considered defects and are not covered by this warranty.

Check local building codes for compliance before installation. TVM does not warrant that its products comply or meet in any way with any local building codes and the determination of any such compliance is the sole responsibility of the purchaser. TVM is not liable for the use, misuse or improper installation of the product. The proper installation of the product is the sole responsibility of the purchaser and its builder or contractor. Please consult TVM documentation for correct installation method. Trusscore paneling must be stored on a flat, level surface.

TVM shall have a reasonable time after notification to inspect the Products. The Owner shall provide TVM with reasonable access to the Products for purposes of inspection. If requested by TVM, the Owner must complete and deliver to TVM, at the Owner’s expense, a warranty questionnaire, photographs of the Products, and samples of the Products. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the owner fails or refuses to cooperate in TVM’s investigation of the claim (such as by failing to provide sample Products [if requested] or photographs or a completed warranty questionnaire), TVM’s obligation under this Warranty shall immediately terminate. If TVM determines there are manufacturing defects covered by this Warranty, TVM will have up to ninety (90) days after receipt of notification to process the Owner’s claim (“Ninety Day Period”). TVM is not responsible for the cost of any repairs made prior to the Ninety Day Period, unless it is authorized in writing by TVM.

THIS LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND TVM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES HOWEVER ARISING, DIRECTLY OR INDIRECTLY, MAY BE RECOVERED AGAINST TVM.