



## Tuway American Group - Terms & Conditions

**Phone:** 800-537-3750

**Fax:** 800-426-3964

**Credit:** To establish credit please call our Credit Department, Customer Care Department, or your local Tuway Representative. A credit application can be found on our web site at [www.tuwaymops.com](http://www.tuwaymops.com).

**Packaging:** See specific Product Detail for standard packaging. Any order less than a case will be charged a 20% surcharge. Bar coding is available upon request.

**Private Label Program:** A 5-case minimum and additional cost for private label will apply. Minimum Order and Special Order Terms (see below) will apply. Please contact our Customer Care Department or your local Tuway Representative for details on our Private Label Program.

**Special Orders (Manufactured or Purchased Products):** Custom products are available. Customer shall be responsible for the full purchase price on any special orders changed or cancelled once manufacturing has begun. Returns will not be accepted on these items. Note that non-standard products may be shipped at plus or minus 10% of order product quantity. **Standard delivery times do not apply to special orders.**

**Add-On Orders:** Every effort will be made to accommodate "Add-ons". However, any "add-on" that is not received within the first 24 hours of the initial order receipt may prolong the lead time of the order. If an "add-on" has to be shipped separately the customer will be responsible for the shipping charge.

**Rocket-Ship:** Rocket-Ship is an emergency shipping program for selected Tuway-brand products. Orders are guaranteed to ship within 24 hours. There are no order minimums (other than full-case quantities) and freight is prepaid anywhere in the contiguous U.S. For Hawaii, Alaska and U.S. Territories, freight will be prepaid to the U.S. border. All other terms of the Rocket-ship program apply. Rocket-Ship must be noted on all purchase orders to ensure proper order processing.

**Freight:** Tuway will prepay freight on **\$1,900.00** or more shipped to one location within the contiguous U.S. using Tuway's preferred carrier unless otherwise stated by Tuway as FOB Rockford OH. Prepaid shipments requesting a non-preferred Tuway carrier will incur the additional freight expense.

**Bid Pricing:** Tuway American Group will adhere to our quoted bid pricing only when the proof of delivery to the end user, a bid number and/or any other supporting documentation verifying the pricing is being used for a school bid or government bid only. Once proper documentation is received by Tuway, the appropriate credit will be issued.

**Damage and Shortage Claims:** Shipment damage must be filed with the carrier on a timely basis. Any shortages must be signed for and reported within 24 hours of receipt of shipment to Tuway's Customer Care Department.

**Returns:** Merchandise returns apply only to Tuway-branded products. Return requests must be filed within **ninety (90)** days of shipment and are subject to a **25% restocking charge**. Customer is also responsible for all shipping and handling charges (both ways). A Return Authorization (RA) number is required for all returns. Please contact the Customer Care Department for assistance.

**Invoicing:** Customer shall not take deductions from any Tuway invoice without prior approval from Tuway American Group's Customer Care Department or via. Bid/Quote Numbers must appear on ALL orders/bids.

**Minimum Order:** No minimum order requirement for non-private label orders as long as customer orders full case quantities and is paying the shipping charges. All private-label orders will require a \$250.00 order minimum otherwise is subject to a \$25.00 small order fee.

**Payment Terms:** Net 30 Days 1-1/2% per month will be charged on an open balance exceeding 30 days.

**Payment Options:** Credit cards are accepted, however, they are subject to a 4% processing fee.

**Check Remittance:** Make all remittances to:  
Tuway American Group  
3155 W Big Beaver Road  
Suite 104  
Troy MI 48084

**Venue and Governing Law:** Customer, by signing the purchase order attached to these terms and conditions agrees to the following provisions: a) Michigan law shall govern this transaction and any conflict of laws shall not apply; b) venue for any disputes shall be in Oakland County, Michigan; c) any dispute shall be determined by one person arbitration with a reasoned award stating findings of fact and conclusions of law and reasonable time for payment by the losing party if any as determined by the arbitrator, the costs of the prevailing party's attorney fees and the arbitrator's fee shall be borne by the against whom a decision is rendered. Either party may petition for arbitration with an appropriate service that conducts arbitrations and must give notice to the other party of its intent.

**Prices and/or product offerings subject to change without notice.**

**Please Note:** Changes or cancellations may not be available after receipt of purchase order.

**Please visit our new and improved website at [www.tuwaymops.com](http://www.tuwaymops.com) REV2 (6-25-18)**