



Terms and Conditions of Website Use

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

General

The terms and conditions for the purchase and sale of Tykma's products are subject to the Tykma Terms and Conditions set forth on TYKMA Quotations. Any acceptance of Tykma products is made expressly conditional upon the Customer's assent to the Tykma terms herein and in the Terms and Conditions (collectively, Tykma Terms), which may be different from, in addition to, or vary the terms contained in the Customer's purchase order or request for quotations. Such assent shall be deemed to occur upon the failure of the Customer to object in writing specifically to such term or terms within 10 days from the receipt hereof. **Any terms and conditions contained in the Customer's purchase order or request for quotation which are different from or in addition to Tykma Terms are not binding upon Tykma.**

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Trademarks

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Warranty Disclaimer

Any references to or descriptions of warranties on this website do not constitute actual product warranties, which accompany each sold Tykma product and are given at the time of sale. Generally, Tykma will warrant its products to be free from defects, in materials and workmanship for varying periods as described in the Tykma Terms.

The warranty given with each product is the exclusive warranty and supersedes any and all other warranties. Tykma hereby disclaims any and all other warranties, express or implied, including without limitation warranties of merchantability and fitness for particular purpose. Warranties shall not apply to products subjected to (either during storage or use) accident, negligence, alteration, abuse, misuse, improper installation or unsuitable applications. In no event shall Tykma be liable for consequential or accidental damages (including without limitation lost revenue or profits) arising out of a delay in, or failure of, delivery or in defects in material and/or workmanship.

WARNING: Modifying any Tykma product or part thereof, or use or maintenance thereof contrary to the written product directions can be dangerous and voids all warranties.

Tykma does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Tykma does not make any warranty or representation regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Photographs or other depictions, and all descriptions in this website, are intended as general descriptions only and are not representations or warranties of Tykma products, their specifications, or their capacities. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Powerful. Simple. Affordable.

TYKMA Technologies • P.O. Box 917 • 931 East Water Street • Chillicothe, Ohio 45601

Phone (740) 779-9918 • Fax (740) 779-9910 • Toll Free 877-318-9562 • www.permanentmarking.com

**Changes**

Once placed, orders may not be changed without the prior written consent of Tykma, which may be withheld by Tykma in its sole discretion. Changes of specially manufactured products, or which interfere with or alter Tykma production schedules will not be acceptable. Refusal of Tykma. to accept a Customer's request to change its purchase order shall not be cause for Customer's cancellation of its order except upon payment of a cancellation charge to be determined by Tykma..

Cancellations

(a) Tykma. reserves the absolute right to cancel any order upon breach by the Customer of the Tykma Terms, failure by the Customer to timely and fully make any payment, or the insolvency or bankruptcy of the Customer.

(b) A purchase order of any part thereof which is hereby accepted by Tykma. may not be canceled by the Customer unless and until Tykma. receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Customer. Upon receipt of a notice of cancellation, Tykma. shall be entitled to take whatever action it deems necessary and advisable to minimize cancellation charges. Special order, unusually high demand orders, volume priced orders, and made to order orders are not cancelable.

Returns

All returns must be pre-authorized and shipped with a Returned Materials Authorization (RMA) form. All equipment and parts must securely packaged to ensure receipt in original condition upon our inspection.

Return the RMA form with the parts to:
Tykma, Inc.
931 Water Street
Chillicothe, Ohio 45601
Attention: RMA (Insert RMA Number)

All approved returns will be at the sole discretion of Tykma minus any applicable processing or restocking fees.

Delays

Tykma. is not liable for damages or for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing and priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, insurrections, war, shortages of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Tykma. to perform for these reasons aforesaid shall not be grounds for Customer's cancellation of its order but the delivery date shall be extended accordingly.

Limitation of Liability

Tykma shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if Tykma has been advised of the possibility of such damages. No claim is made hereunder by the Customer, whether as to goods delivered or for non-delivery shall be greater than the purchase price of the goods in respect of which such claim is made, and Tykma. shall under no circumstances be liable for consequential damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a Tykma product is mistakenly listed at an incorrect price, Tykma reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Tykma reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and payment made. If payment has been made and an order is cancelled, Tykma shall issue a credit to the Customer for the full amount of the payment.

Term/Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Tykma without notice at any time, for any

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reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notices

Tykma may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Tykma.

Governing Law

Your use of this site shall be governed in all respects by the laws of the state of Ohio, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Tykma products) shall be in the state or federal courts located in or serving Ross County, Ohio. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Tykma products) must be commenced within one (1) year after the claim or cause of action arises. Tykma's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Tykma may assign its rights and duties under this Agreement to any party at any time without notice to you.

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Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Tykma or other employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Participation Disclaimer

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In an attempt to provide increased value to our visitors, Tykma may link to sites operated by third parties. However, even if the third party is affiliated with Tykma, Tykma has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Tykma. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Tykma seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

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