

Tenjam Terms and Conditions

Tenjam publishes multiple price sheets. Check with you local Tenjam representative or customercare@tenjam.com for the price sheet that applies to you. Tenjam does not sell direct to the consumer and only sells to businesses that resell. Prices, specifications, and materials are subject to change without notice. Dimensions as shown in Tenjam literature are nominal and can vary. Special quotations are valid for up to 30 thirty days.

Product weights, dimensions, descriptions, and illustrations contained in Tenjam literature, price lists or advertisements are close approximations and subject to variation. Such materials are intended to give a general description of the goods and any variations shall not be part of or void any of the Terms and Conditions of sale.

PAYMENT TERMS: All orders require a 50% deposit due prior to production scheduling. Tenjam reserves the right to establish authorized dealers and extend special payment terms and appropriate lines of credit. On all balances outstanding longer than thirty days from the order completion date we will charge Storage Fees of 4% per month or part thereof on the total net purchase order amount. Storage fees are due within 14 days from the invoice date. All storage fees need to be paid in full prior to shipment from Tenjam. If storage fees go unpaid for longer than 90 days, the Purchaser waives their right to any refund of monies already paid on the order and remains obligated to pay any outstanding storage fees, and Tenjam has the right to resell the products without reimbursement to the Purchaser.

ORDERING: Orders must be received, accepted, and acknowledged via email from the address CustomerCare@Tenjam.com. No other office or representative has the authority to accept orders on behalf of Tenjam.

Acceptance of an order is based on the expressed condition that Purchaser agrees to all of the Terms and Conditions as outlined by Tenjam as evidenced by delivery of acknowledgement, invoice, and product. This is the complete agreement and no terms or conditions modifying the same will be valid unless modified in writing and signed by approved officers of both the Purchaser and Tenjam. Shipment by Tenjam in no way is an acceptance of any change in terms and conditions that Purchaser might note on their purchase order or subsequent documents that conflict or are inconsistent with Tenjam Terms and Conditions.

PAYMENT REMITTANCE: All payments will be made by check and mailed to:
Tenjam Associates, LLC
7794 Hastings Road
Baxter, MN 56425

CHANGE ORDERS AND CANCELLATIONS: Cancellations or changes to an order will not be accepted without Tenjam approval and charges will be determined by Tenjam based on the extent of the work completed. Once an order is acknowledged it is in the production system and work on the order has begun.

PREPAID FREIGHT SHIPMENTS: Some Tenjam products are sold FOB Destination (Tenjam pays freight costs) to a commercial warehouse with a loading dock within the contiguous USA. Tenjam does not pay for special freight services (examples: lift gate delivery, call before delivery, delivery appointments, limited access delivery, or inside delivery). Unless otherwise requested, Tenjam recommends using a qualified receiving warehouse to receive and inspect the product. Shipments returned to Tenjam due to delay by Purchaser or failure to accept delivery will require Purchaser to pay costs incurred by Tenjam including but not limited to additional freight, handling, and storage charges. Separate reseller contracts regarding freight terms will supersede these terms and conditions regarding freight & delivery. These separate contracts include contracts with residential resellers, international resellers, and others.

SHIPPING DAMAGE RESPONSIBILITY: All shipments, including shipments pre-paid by Tenjam, are delivered to the transportation company in good condition, as evidenced by a clean Bill of Lading (BOL), at which time title passes onto the Purchaser along with all risk for loss or damage and Tenjam's responsibility ends. A signed Bill of Lading is confirmation by the carrier that they have accepted responsibility for delivering the products in the condition in which they were received from Tenjam. Responsibility for damage occurring in-transit is the Purchaser's as is making all claims. Upon delivery all visible freight damage to packaging or products must be noted on the BOL and the packages opened at once if the conditions of the cartons or crates appear compromised. All freight damage must be noted on the BOL that is signed by the Purchaser and given back to the freight carrier. If freight damage is noted on the BOL it is highly recommended that photos be taken of the packaging and product conditions where damage has been noted on the BOL. A copy of a BOL noting freight damage must be submitted to the freight carrier immediately and any delay in submitting the freight damage claim could result in a denial of the claim by the specific freight carrier. A receiving warehouse acts as agent for the Purchaser and is responsible for noting any damage and assist the Purchaser in filing a claim. A signed BOL indicates that the products were received in good condition unless otherwise noted on the BOL. In no circumstances is Tenjam responsible for freight damage and claims.

Tenjam cannot guarantee the arrival time of any shipment. Acknowledged ship dates and delivery dates are estimates only. Tenjam shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond its reasonable control including raw material or labor issues. In the event of any delay in Tenjam performance, due in whole or in part

to any cause beyond Tenjam's reasonable control, Tenjam shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Purchaser of any goods shall constitute a waiver by Purchaser of any claim for damages caused by any delay in delivery of Tenjam product.

MERCHANDISE RETURNS: No merchandise may be returned to Tenjam without proper Return Authorization Number (RAN) from customercare@tenjam.com. The RAN request to customercare@tenjam.com must include the dealer name, dealer order number, delivery address, the date the product was received, confirmation the product is in new condition (never used and no signs of use). If the request is directly from a consumer the consumer must provide their Tenjam dealer name, order number (if you have it), customer address, date the product was received, and confirmation the product has never been used and has no signs of use.

Buyer Remorse returns (by a consumer or dealer) will require the Buyer to request a RAN from Tenjam, reimburse Tenjam for initial shipping fees, pay return shipping fees, and pay a 20% product restocking fee (covers re-packaging and labor), and the products must be received in brand new condition at Tenjam's factory so they may be repackaged and resold as new. If a returned product is inspected and damage is noted, the factory personnel will document the damage and any refund to the customer will be denied because the product cannot be resold as new. With some oversized products (ex. Shayz Lounger, Moon, Mibster, Woosah, etc.) the shipping cost is often equal or more expensive than Tenjam's manufacturing costs. Buyer Remorse returns of these oversized items is often frustrating for the consumer/Buyer because the shipping costs can be extremely expensive. In this case the Buyer should consider reselling the oversized products in their local market.

Warranty returns (by a consumer or a dealer) will require the Buyer to request a RAN from Tenjam. Warranty returns are subject to the published Tenjam warranty policy for the specific product.

SALES, USE TAX AND OTHER TAXES: Unless specific arrangements to the contrary have been made, all sales assume that payment of any sales, use or miscellaneous taxes whether Federal, State or Local Jurisdictions is the responsibility of the Dealer/Reseller and/or the final customer/consumer.

WARRANTIES:

Session & Splash Series Products = 3 Year Limited Warranty

DuraFLEX = 3 Year Limited Warranty

Any Splash or Session Series product with a foam cushion: Foam cushions have a 6 Month Limited Warranty.

Any Splash or Session Series product with a metal frame or metal legs: Metal components have a 1 Year Limited Warranty and metal corrosion is not covered.

All warranties assume normal and correct product usage. We accept no liability for damage due to misuse or excessive wear and tear, including punctures or cuts, intentional or unintentional. Indoor products have a voided warranty if used outdoors. Outdoor specified products can be used both indoors and outdoors.

The repair, replacement, or prorated refund of the purchase price, chosen at the option of Tenjam constitutes the full liability of Tenjam and is the sole remedy of the Purchaser. This warranty does not cover any costs for labor, removal, installation, or freight of items covered by warranty. Replacement products will be replaced within standard lead times. Tenjam assumes no liability for commercial loss or consequential damages or expenses directly or indirectly that may arise because of any product defect or fault regardless of if such claim is a result of a breach of contract, warranty, negligence, or any other act. It is understood that these limitations of remedy and liability are part of the Terms and Conditions of purchase of Tenjam products and by placing an order the Purchaser accepts these limitations.

This constitutes the entire warranty and is in place and in lieu of all other warranties of every kind whether implied or expressed including, but not limited to, the warranty of fitness for a particular purpose or warranty of merchantability.

PRODUCT CARE: Do not use harsh or abrasive chemicals or tools, stiff bristle brushes, or abrasive Sponges, etc. for cleaning. Cleaning with mild soapy water and a soft microfiber towel is recommended when needed. Tenjam is not responsible for product damage caused by abrasive cleaning agents or tools not suitable for use on polyethylene and EVA foam.

Session and DuraFLEX Series products: It is the Purchasers responsibility to prevent liquid from entering the product core. In the event water or other liquids enter the core it will be necessary to drill 1/16" – 1/8" holes at the bottom corners of the polyethylene products and then tip the products so the water/liquids can drain from the product core. Buyer may contact customercare@tenjam.com or 1(855) 4-TENJAM for further instruction.

REMEDIES UPON DEFAULT: If Purchaser fails to make payment in accordance with the terms of this agreement or otherwise fails to comply with any provision hereof, Tenjam may at its option, cancel any unshipped portion of an order, retain the goods, and declare a forfeiture of the deposit as liquidated damages. Tenjam shall, in addition to other remedies available under any applicable Uniform Commercial Code or otherwise by law maintain the right to appropriate and apply the goods to payment due hereunder or proceed to sell or otherwise dispose of the goods at public or private sale for cash or credit provided the Purchaser shall be credited with proceeds of such sale when the proceeds are received by Tenjam. If any notification or intended disposition is required by law, such notification shall be deemed reasonably and properly given

if mailed at least ten days before such disposition, postage prepaid, to Purchaser. Tenjam may apply any proceeds of the goods to the payment of expenses and costs to exercise Tenjam's rights hereunder, and any balance of such proceeds shall be applied against Purchaser's account in such order as Tenjam shall determine in its sole discretion. The purchaser will remain liable for the balance of all unpaid accounts.

WAIVER: Waiver by Tenjam of any breach of these Terms and Conditions shall not be construed as a waiver or any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a wavier of such right at any subsequent time.

SEVERABILITY: In the event that any one or more of these terms or conditions is held invalid, illegal, or unenforceable, such provision or provisions shall be severed, and the remaining terms and conditions shall remain binding and effective.

CONTROLLING LAW: This agreement shall be deemed to have been executed and delivered at Tenjam Associates, LLC., 7794 Hastings Road, Baxter, MN 56425. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of Minnesota including the Uniform Commercial Code as enacted in that jurisdiction. All disputes shall be filed with the American Arbitration Association in Minneapolis, MN and governed by the rules of AAA. All decisions made in the arbitration will be considered binding and entry of judgment shall be deemed to the prevailing party. The non-prevailing party shall pay attorney fees and costs unless determined otherwise by the Arbitrator. Any judgment rendered by the Arbitrator may be entered in any court having jurisdiction.

AGREEMENT

I hereby agree to these Terms and Conditions.

SIGNED _____ DATE _____

PRINT NAME _____

PURCHASER COMPANY _____