



TIGER Drylac U.S.A. Inc. | 3945 Swenson Avenue | St Charles, IL 60174
T 800-243-8148 | F 877-926-8148 | www.tiger-coatings.com

Bill-to address
TECHNETRONIX LLC
SIGMA ELECTRIC MANUFACTURING CORP.
120 SIGMA DR
GARNER NC 27529

Ship-to address 853072
TECHNETRONIX LLC
9300 BILLY THE KID ST SUITE 100
EL PASO TX 79907

Invoice

Page 1 / 3

Customer number
810625
Invoice number/Date
8041319681 / 12/28/2022
Reference number/Date
21461 / 12/23/2022
Delivery note number/Date
8021374938 / 12/28/2022
Order number/Date
8001210335 / 12/23/2022
Technical sales representative
Ray Mejia
Resale number
3-20515-6136-6

P L E A S E M A K E C H E C K P A Y A B L E T O :
TIGER Drylac U.S.A. Inc., P.O. Box 62321 / Baltimore, MD / 21264-2321

Shipping date
12/28/2022

Requirements
Terms of payment Within 30 days Due net
Terms of delivery FOB EL PASO
Terms of freight PPD PREPAID

Item	Material	Description	Price	Unit of price	Box size
	Quantity				Value in USD
000010	138/10002	RAL 9002		SM /GL /LL	44 LB
		Shipping Warehouse JONESBORO, GA			
		Batch 124496536			
	220 LB		10.63	USD	1 LB
					2,338.60
	Raw material surc		0.30	USD	1 LB
					66.00
	Net Value for Ite		10.93	USD	1 LB
					2,404.60
Gross amount					2,404.60
Tax amount					0.00
Invoice total					2,404.60

Check Remittance (M&T Bank lockbox**For customer payments ONLY): Tiger Drylac USA Inc., PO Box 62321 Baltimore, Maryland 21264-2321

Courier/overnight Remittance address (M&T Bank lockbox**For customer payments ONLY): Tiger Drylac USA Inc., Attn PO Box 62321, 1800 Washington Blvd. 8th Floor, Baltimore, Maryland 21230

Mailing address for Business documents: Attention: Credit Team, 110 Southgate Drive, Guelph, ON N1G 4P5 | Canada

ACH Wire payment: TIGER Drylac U.S.A., Inc., Account 9843411985, Routing 022000046, Swift Code MANTUS33, Email remittance to na-ar@tiger-coatings.com

TIGER Drylac U.S.A. Inc., 3945 Swenson Ave., St. Charles IL 60174 USA | T 800-243-8148 | customerservice.us@tiger-coatings.com | www.tiger-coatings.com



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120 SIGMA DR
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Page
2 / 3

Thank you for choosing TIGER!

If Credit Card payment, this invoice is for your records only.

***Please note: Unless it is the Seller error, returns of MINIPACKS owing to incorrect information provided by the Buyer for order processing are not permitted.

RETURN POLICY

* All returns must have prior approval of Seller. Returns received without prior authorization will be credited only at the discretion of the office manager or other authorized agent of Seller.

* Unless it is the Seller error, returns of MINIPACKS owing to incorrect information provided by the Buyer for order processing are not permitted.

* All returns must be received in the original, unopened boxes, in a re-sellable-condition within 30 days of the invoice date.

* Inbound and Outbound shipping charges are the responsibility of Buyer.

* A 28 % handling fee will be charged based on the per pound price. The handling fee will apply to all returns.

* Credit will be issued for the invoice amount less all shipping charges and/or handling fees, as determined by TIGER Drylac® U.S.A., Inc.

TERMS AND CONDITIONS OF SALE

1. As used herein, „Seller“ means TIGER Drylac® U.S.A., Inc.; „Product“ means the goods and/or services specified on this invoice; „Buyer“ means the person specified on this invoice, and where such person acts as agent for another, that person and its principal, jointly and severally. „Seller's Shipping Point“ means Seller's stocking location as specified on this invoice.

2. Prices are subject to change without notice. Terms of payment are net 30 days from date of invoice, unless otherwise specified in writing by Seller.

3. In the event that the price herein specified is charged for on a basis which includes transportation charges, any increase or decrease in transportation charges thereon shall be charged to Buyer's account. Any tax or other governmental charge upon production, sale, or shipment of Product now imposed by federal, state or local authorities or hereafter becoming effective for or during the period hereof shall be added to and deemed a part of the price. Buyer shall notify Seller IN WRITING if Buyer intends to use the Product in any of the following fields: a) Automotive; b) Aviation; c) Railroad; d) Wind energy; e) Railed vehicles; f) Cable cars; g) Power plants; and h) Hydropower vehicles. If the Product is to be specially developed for Buyer, written notice thereof must be provided PRIOR to Seller beginning the first design draft.

4. (a). Unless otherwise stated on this invoice under „Point of Delivery“, Seller shall ship product to Buyer f.o.b. Seller's shipping point. Title and risk of loss in transit shall pass to Buyer upon delivery by Seller to the carrier.

(b). Buyer shall immediately notify the Seller in writing of any discrepancy concerning the amount and weight of the Product immediately upon receipt of same. Failure to notify Seller immediately of any such discrepancy shall result in Seller not accepting any later complaint, and the Product shall be deemed to be of the correct amount and weight.

5. If war, plant breakdown of any kind, unavailability of transportation, Acts of God or other instances of force majeure, strike or lockout, labor dispute, difficulties in the supply of raw material, act by a government or a court or any circumstance of like or different character beyond the reasonable control of Seller shall cause a delay in or prevent the manufacture or delivery of Product, then for the duration and to the extent of such circumstance, of like or different character beyond the reasonable control of Seller shall cause a delay in or prevent the manufacture or delivery of Product, then for the duration and to the extent of such circumstance, Seller shall be released from the obligation to deliver Product and entitled to withdraw from the contract between Buyer and Seller with respect to Product without being liable, wholly or in part, to Buyer therefor. If for any reason Seller's supply of Product shall be insufficient to meet all its requirements, Seller shall have the right at its option and without liability to Buyer to apportion its supply of Product among its customers, including its affiliated divisions and companies, in such manner as Seller at its sole discretion believes equitable.

6. With the exception of Limited Warranties available with TIGER Drylac® Series 38, TIGER Drylac® Series 58 and TIGER Drylac® Series 75 Products, it is understood and agreed by Buyer that Seller neither grants nor extends any guaranty or warranty to Buyer or Buyer's customers with the Product, either express or implied. SELLER DOES NOT WARRANT MARKETABILITY WITH RESPECT TO PRODUCT MADE PURSUANT TO BUYER'S SPECIFICATIONS OR THAT PRODUCTS SUPPLIED HERE UNDER SHALL BE FIT FOR ANY PARTICULAR PURPOSE. NOT IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIES (WHETHER BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE).

7. Notwithstanding the fact that Seller may provide Buyer with technical advice or assistance relating to the use or application of Product, or make available to Buyer personnel to supervise or assist in the use of application thereof, Seller makes no representation or warranty of any kind as to the accuracy, thoroughness, or effectiveness of such supervision, assistance or advice or the date, results or conclusions offered thereby, and Buyer hereby agrees: (i) that providing of such personnel or advice does not in any way create any warranty and does not relieve Buyer from its obligation of examining the Product with regard to defects which an examination ought, in the circumstances, have revealed to it and as to fitness of the Product for any purpose or use; and (ii) Buyer will make its own independent judgment before using or relying on any such supervision or advice; and (iii) Buyer will hold Seller harmless from and against any and all loss, cost, liability, or expense of any kind whatsoever arising out of or in connection with Buyer's use of any such supervision, assistance, or advice.

8. Buyer shall to the extent permitted by applicable law indemnify, exonerate, hold harmless and defend Seller from and against any actions or suits and any claims, liability, damage, loss, cost or expense (including without limitation, attorney's fees and costs) arising out of: (i) injury or death to an employee, servant or agent of Buyer wholly or proximately caused by the failure of Buyer (or the inadequacy thereof), for whatever reason, whether reason, whether negligent or not, to call to the attention of such employee, servant or agent any or all warnings, material safety data sheet, instructions for safe use and the like contained in or attached to containers of Product; (ii) damage to persons or property resulting from use or application of Product in manufacturing processes, in combination with other substances or otherwise; (iii) patent infringement in respect to any or all uses to which Buyer shall put Product; and (iv) any claims or proceedings by third parties asserting claims or seeking damages not within the scope of Seller's express limited warranty contained in paragraph 6 hereof.

9. Seller shall be entitled to charge interest at the rate of 1-1/2 % per month on the amount of: (i) any overdue payment of the price of Product; and (ii) the aggregate price of any such Product of which Buyer shall have failed to take delivery until the date that Buyer accepts delivery thereof.

10. Seller is entitled to be paid for each delivery hereunder as a separate transaction, without reference to any other delivery. Buyer may not withhold or set-off payment for Product delivered hereunder for any reason whatsoever. If Buyer shall be in default of any of the terms or conditions of this or any other contract with Seller, Seller may, at its option; (i) defer further deliveries hereunder until such default be remedied; or (ii) without prejudice to any other remedy provided hereunder or under applicable law, decline further performance hereof. If, in Seller's judgment, Buyer's credit shall become impaired at any time, Seller may decline to make deliveries hereunder except for cash until such time as such credit has been restored to Seller's satisfaction.

11. Seller's waiver at any time of any breach or failure in full or in part to enforce any of the terms and conditions of its contract with Buyer with respect to Product shall not constitute any waiver of Seller's rights hereunder or under applicable law to enforce and compel strict compliance with every such term and condition or to enforce subsequent breaches of the same terms and conditions.

12. (a). These conditions of sale and the terms and conditions set forth hereon supersede and discharge any and all previous contracts between Buyer and Seller covering Product and constitute the entire agreement between Buyer and Seller with respect thereto. No alteration or additional terms (whether embodied in a purchase order, or other document heretofore or hereafter sent by Buyer or received by Seller) are acceptable to Seller.

(b). It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other and all other provisions shall remain in full force.

(c). Should one or more of the provisions in this agreement be or become void, voidable or unenforceable, the parties shall use best efforts to replace it by such a provision as is most similar to the economic purpose of the void or voidable or unenforceable term or condition provided that it is legally permissible.

13. This invoice embodies the entire contract between the parties with respect to the goods referenced herein and exclusively determines the rights and obligations of the parties, and prior course of dealing, custom or usage of trade, or course of performance notwithstanding.

14. Arbitration. Any controversies arising out of or related to this Agreement will be resolved by binding arbitration with this Agreement being construed and enforced according to the laws of the State of Illinois without regard to Illinois choice of law rules. The arbitration will be held in Chicago, Illinois before one (1) arbitrator of the American Arbitration Association in accordance with the commercial arbitration rules thereof. The arbitration will continue from day-to-day until complete. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, expert witness fees and reasonable attorneys' fees from the non-prevailing party. Any arbitral award may be converted to a judgment through any state or federal court located in DuPage County, Illinois. The parties agree not to contest jurisdiction or venue of such courts on any basis including but not limited to forum non-conveniens. The prevailing party shall also be entitled to recover its costs of collection including, but not limited to, reasonable attorneys' fees, expert fees and costs associated with converting the award to judgment and all additional proceedings required to collect same, including without limitation appellate proceedings.