



# TA CHEN INTERNATIONAL, INC.

## **TCI Aluminum Extrusion Products Returns and Claims Policy**

This document sets forth the policy and procedures for returns and defective material claims for Ta Chen International, Inc. ("TCI") Aluminum Extrusion Products. This Aluminum Extrusion Products Return and Claim Policy is integrated into and should be read together with TCI's General Terms and Conditions.

NOTICE: No debit memo shall be deducted from TCI invoices or charges until after a return or claim has been entered, reviewed, accepted and a TCI Credit Memo has been issued. Buyer's debit deductions prior to the issuance of a TCI Credit Memo will be rejected and Buyer shall be responsible for immediate payment of the subject invoice in full.

### **Claims Policy for Aluminum Extrusion Products**

In accordance with the terms of TCI's General Terms and Conditions, TCI's Aluminum Extrusion Products will be free from material defects and shall conform to the description set forth in Seller's Sales Order Confirmation. All TCI Aluminum Extrusion Products are subject to industry- accepted tolerances and commercial quality on dimension and weight. To be considered, Buyer's notice of a claim of material defect for Aluminum Extrusion Products must be delivered to TCI within six (6) months from the date of delivery for such product(s). For other discrepancy claim must be reported within 10 days of receipt.

In order to submit a claim under this policy, such claim shall be made through TCI website accompanied with the below information. Accumulation claim quantity should not exceed 2,500lbs with minimum of 1,000lbs per submission.

- (i) Photographs or rejection reports that clearly display or describe the nature of the mill defect;
- (ii) TCI invoice number, invoice date, bundle number listed with each part number along with defective quantity in both pounds and pieces
- (iii) description of mill defect for each claimed item and exact location thereof

The Aluminum Extrusion Products (or representative samples of same) described in the claim of material defect shall be made available by Buyer to TCI on request of TCI for evaluation.

TCI claim policy is part of the terms and conditions of sales and cover claim on:

- A) Material defects only, and does not reimburse for: surface scratches;
- B) Water stain defects must filed within 30 days from the invoice date;
- C) No Claim will be honored on material that has already processed.



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Upon TCI's inspection, review and acceptance of Buyer's claim, TCI shall (i) issue an MRA for acceptance of return of the defective products. In accordance with TCI's MRA instructions, Buyer shall ship, at Buyer's expense and risk of loss, the defective products to TCI's facility as set forth in the MRA. This is Buyer's sole remedy and TCI's sole liability upon any defective Aluminum Extrusion Products claims.

Claim may be settled for raw material less scrap value. TCI will use public market scrap value to determine scrap value if customer scrap rate is deemed unacceptable. No material may be scrapped or otherwise disposed of without TCI written approval.

TCI does not reimburse for labor (i.e. backoff charges), processing charges, freight, and/or transfer charges or any other charges associated with claims resulting from material defect.