

TERMS AND CONDITIONS

1. Assembly, installation, and alterations to building, plumbing or electrical permits are not included.
2. Customer is responsible for all engineering calculation and architectural drawings.
3. Authorized returns are subject to minimum 20% restocking fee and freight costs. No returns after 10 days of purchase. Authorized cancellation of order after issuance of purchase order and pulling by Titan are subject to a minimum 10% restocking fee.
4. All equipment is sold "AS IS". Titan provides no warranty of any kind. No warranty, expressed or implied or fitness for any particular purpose or intent is given. Acceptance of product constitutes a knowing waiver of any warranty not herein already excluded.
5. Titan will assign to you in the sales order such warranties as the manufacturer extending to Titan.
6. Freight charges are not included unless stated.
7. Customer agrees to pay 1.8% interest per month on past due invoices.
8. Customer is responsible for the final determination on the suitability of the equipment for his or her needs prior to shipment.
9. Customers acknowledge their responsibility for all loss or damages by the trucking company. Customer must file all freight claims with their carrier, not Titan.
10. Customer agrees that clear title to the goods shall pass to buyer only upon full payment to Titan, prior to which Titan has a purchase money security interest.
11. Titan will assume no responsibility for any losses caused by non-delivery at a specific time or date.
12. Buyer agrees to pay Titan for remedies available by law to recover legal fees and repossession of product as part of the underlying contract.
13. This agreement shall be governed by the laws of the State of New Jersey and the parties consent that all controversies are subject to the exclusive jurisdiction and venue of the New Jersey courts. The buyer expressly agrees to pay all costs and reasonable attorneys' fees of Titan in connection with any legal action brought by or against Titan to either enforce or successfully defend the terms of this Agreement.
14. All sales are subject to additional Titan terms and conditions, which are available upon request and are on our website.
15. Customer agrees to a weekly retention fee for orders that are not picked up or shipped upon written notification of completion.