

# TORINDRIVE

NORTH AMERICA

A Brand of HYPERION

## Order and Shipping Policy

Revised and Effective August 16<sup>th</sup>, 2022

1. Torin Drive North America ("TDNA") standard delivery term is FOB Memphis, Tennessee.
2. **Order Change or Cancellation:**
  - a. **No orders can be changed or cancelled after 3 business days of complete order receipt.**
  - b. **Under no circumstances can the order be cancelled after shipment. TDNA will charge 100% invoice value under this situation.**
3. If you elect to arrange your own pickup, you accept our shipping policy as outlined herein.
  - a. We will notify customers by email 1 week before the order due date. Once we receive the products, we will ask customer to schedule pick up ASAP.
  - b. Should the products not being picked up within 3 days of order due date, TDNA has the right to ship the products to customers and charge the customer for freight.
  - c. **Drop Shipments: Where the customer will pick up from TDNA freight forwarder's designated location.**
    - i. All drop shipments will incur a TDNA drop ship fee.
    - ii. TDNA will require the following information at the time of order:
      1. Email address and phone number for dispatch person (individual responsible for sending the carrier to pick the order up)
      2. Email address and phone number for customs broker (must be an individual and not a general mailbox)
      3. Customer's tax ID
    - iii. TDNA's forwarder will pre-notify the dispatch person of the **available pickup date**. The customer must pick up within **2 days** of the **available pickup date**. All additional costs due to delay of pickup will be charged to the customer.
4. If you elect to have **TDNA arrange the freight for your orders and charge you the shipping cost**, you accept our shipping policy as outlined herein.
  - a. TDNA has the right to ship up to **ten days** earlier than the due date without prior notification.
  - b. **Shipping standard:** TDNA uses the following standard for all shipment, unless otherwise requested and approved in writing when the order is placed.
    - i. 24-Hour Notification Service for all shipments
  - c. **Confirmation:** You agree to ship your order on TDNA's account and you agree to assume all freight charges. Whether choosing to receive a freight quote or not, you confirm acceptance of the shipping method and freight charge responsibility when you confirm your order. Freight quotes are valid for 3 days and the cost is subject to change.
  - d. **Shipping Notice:** When your order has been shipped, tracking information will be emailed to you.
  - e. **24 Hour Notification:** You must provide correct contact information for receiving. Once your shipment is at the local hub, a dispatcher will call to schedule the delivery. You will assume all extra cost occurred due to incorrect contact being provided, or the contact cannot be reached.
  - f. **Accepting Delivery:** The driver will give you a document called the *Bill of Lading*, or BOL for short. This is your delivery receipt that you will sign to acknowledge delivery has been received and you accept the goods "Free and Clear". **IF YOU SEE ANY DAMAGES, DO NOT IMMEDIATELY SIGN IT. FOLLOW THE INSTRUCTION IN ITEM 5 BELOW.**
  - g. **Drop Shipments: Where TDNA arranges delivery to door.**
    - i. All drop shipments will incur a TDNA drop ship fee plus additional inland freight.
    - ii. TDNA will require the following information at the time of order:
      1. Email address and phone number for customs broker (must be an individual and not a general mailbox)
      2. Email address and phone number for customer's key receiving person (must be an individual and not a general mailbox)
      3. Customer's tax ID
    - iii. Any special delivery services requested will incur additional charge (forklift, lift gate, flatbed delivery, etc.). Customer agrees to pay for these charges even if they are not quoted before the shipping.
    - iv. TDNA's forwarder will pre-notify the customer's key receiving person. The customer must accept shipment within **2 days** or otherwise agreed by TDNA freight forwarder without additional charge. All additional costs due to delay of the receiving will be charged to the customer.
5. **Shortage and Damage.** After the shipment arrives, it's your responsibility to inspect and document any damage to your order before you sign the BOL.
  - a. **TDNA will not be responsible for handling claims with the customer's carrier**
  - b. **Shortage:** Verify the shipment piece count matches the Packing Slip and record any shortage on the BOL. Items missing from your order need to be written down as "ORDER INCOMPLETE" and note any specific items missing from the order. **You must notify TDNA within 10 days of delivery.**
  - c. **Damage: For orders that arrive with visible damage, you may refuse the order, or you may document the damage on the BOL and accept the order.** You may open a crate for visual inspection. Note most time minor crate damage during the shipping will NOT affect the function of our products.
    - i. If you choose to refuse the order, you must inform TDNA immediately so we can investigate. TDNA shall then have the option of re-inspection at the customer's site or its own. Defects that do not impair service shall not be cause for rejection. TDNA shall have the right to replace within a reasonable time, any product or products which in its opinion do not conform to the order. No claim will be allowed for any products damaged by the customer. Expenses incurred in connection with claims for which TDNA is not liable will be charged to the customer.
    - ii. If you choose to accept the shipment, it should be noted in writing, using the word "DAMAGED" on **both the driver copy and your copy** of the BOL, along with a description of the damage. It is critical that the driver also sign both copies of the BOL if any damage is present. By noting damage on the driver's copy, this ensures that there is written proof that damage was noted at the time of delivery. Be sure to keep a copy of the receipt, as this will be vital in processing a shipping claim. A signed BOL with noted damage is imperative to claims. In order to file a claim, photo proof of damage must be provided along with damage notes on the BOL with signatures and an immediate notification alerting TDNA. Do not discard any of the shipping material as inspections may need to occur before the completion of a claim. If discarded or tampered with, there is a chance the claim can be denied by the carrier. **In case of damage, you must notify TDNA within 24 hours of delivery.**
    - iii. Minor damage may not require the machine to be returned to TDNA. Under this situation, return freight and inspection costs will not be covered by TDNA. Severe damage may require total machine replacement. Product replacement may take up to 12 weeks.
6. **Printers, Stenographic, and Clerical Errors.** TDNA is not responsible for printers' errors made in any of its publications and other forms of printed matter, or any computer hardware, software, network or website related errors, or for any stenographic and clerical errors. All such errors are subject to correction.
7. **This policy is subject to change without prior notification.**

**Any and all information regarding shipping damage should be sent immediately to TDNA at  
+1 901 290-1600 or [shipping@hyperion-solutions.com](mailto:shipping@hyperion-solutions.com) so that we may assist you.**

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