

D/F Machine Specialties Terms & Conditions of Sale

Buyers purchase order is subject to the following conditions of sale.

ACCEPTANCE OF ORDERS

No order issued by Buyer shall be binding upon the Company until accepted by the Company. Notwithstanding any provisions therein to the contrary, no terms and conditions in Buyer purchase order, acknowledgement form, or other document issued by Buyer which conflict with the conditions hereof, or increase the Company's obligation hereunder shall be binding on the Company unless specifically identified and accepted in writing, executed by an officer of the Company.

ACCEPTED METHODS OF PAYMENT

Accepted methods of payment for domestic orders include check, credit card, and ACH. All international orders must be paid via wire transfer.

PRICE

Company's price to Buyer shall be the price set forth in the Consumer Price List. Pricing is subject to change, and the Company reserves the right to make changes in its retail prices at any time. It is advised to always check for current pricing prior to submitting a purchase order.

EDUCATIONAL DISCOUNT

An educational discount of 15% off list price is available on most equipment sold directly by D/F MACHINE SPECIALTIES INC. to a non-profit educational institution. This discount is not to be combined with any other special offer.

Equipment not eligible for discount:

Special product items, used or reconditioned equipment
Replacement and consumable parts

WIRE TRANSFER FEES

International wire transfer fees are \$30.00 and will be applied to all international orders.

INVOICE TERMS

Terms are NET 30 Days based on prior credit approval.

DISTRIBUTION

D/F MACHINE SPECIALTIES is a distributor-friendly organization, and would like to thank all of its MIG & TIG welding distributors for their help. D/F currently has no outside sales force of its own. D/F relies on distributors for product sales. D/F has a trained staff of inside sales representatives always readily available to help its distributors with anything they may need. D/F is always looking for new distribution. If you wish to become a new distributor, please contact us so that we can take the necessary steps to provide you with the correct tools to represent our products. When new or existing customers contact D/F directly, we always ask them if they have a preferred distributor to work with. Very often we already work with that distributor. If we do not, we always welcome new distribution and will be happy to work with a customer's preferred distributor.

D/F MACHINE SPECIALTIES provides distributor discounts on the basis that the distributor (a) sells the D/F torches and (b) uses genuine D/F tips and nozzles in the D/F torches. The distributor is expected to represent and back up the product. D/F torches are priced 50% below actual value on the basis that the distributor will sell genuine factory OEM consumables, and that the end user will be using these genuine factory OEM consumables. Upon recognition of the fact that a customer or distributor is not purchasing other than D/F factory OEM consumables, we will remove any established discount given to them, and the price of the torch will be re-evaluated. Further violation of these expectations will result in the removal of distribution. All warranties and repairs are voided by using aftermarket parts in D/F torches.

D/F MACHINE SPECIALTIES has a specific policy for all new torch installations. Each torch will come with a spare parts package. D/F must ensure that the torches are being run and maintained properly with factory OEM genuine D/F parts. This package is designed to keep the torches running for 3-6 months—even up to a year—and reduce damage to the torches, and remove weld quality issues due to using non-factory original D/F parts. These factors help keep the cost of the torches down. D/F prices the torches at a discount (50%) with the goal of building relationships by improving welding applications, and with the expectation that customers will use our factory OEM parts, both so that we have many years of business to enjoy together.

D/F MACHINE SPECIALTIES should be made aware of any aftermarket parts used by customers and distributors, who the aftermarket parts are being purchased from, and of the price of these aftermarket parts. Being the manufacturer of this custom specialty equipment, we should be allowed to match or beat the price of the tips, nozzles, etc. before we are forced to raise the price of the torches for loss of the consumable business.

*** Violation of Terms and Conditions ***

Distributors/customers who do not purchase or use D/F Machine Specialties factory OEM consumables will not only lose their established discounts, but besides purchasing the required spare parts package for all new torches, customers who do not use factory OEM consumables will see a 100% price increase on all D/F torches, torch bodies, and assemblies. Also, customers who do not use factory OEM consumables will be required to purchase 300 contact tips and 20 gas nozzles with the purchase of every new torch. D/F looks forward to building and maintaining long-term business relationships with customers and distributors. Please reevaluate your situation before you use non-OEM or aftermarket parts in D/F torches.

DELIVERY

All merchandise is sold F.O.B., D/F MACHINE SPECIALTIES, Inc., North Mankato, Minnesota. Title to the merchandise is transferred to the purchaser at the time the carrier accepts shipment. The purchaser must file any claims for loss or damage in transit with the carrier. Upon request, D/F MACHINE SPECIALTIES, Inc., will issue tracers on any shipment considered “lost” by the purchaser.

Purchase orders are acknowledged within 24 hours of their receipt. Standard delivery for all D/F products, excluding specialty equipment, is within 3 days upon the receipt of a purchase order.

Delivery of Specialty Equipment:

Specialty equipment includes Tandem Torches, “BIG MIG” Torches, “BIG TIG” Torches, ID Bore Torches, and the spare parts and consumables used in these various specialty torches. Specialty equipment requires a 2-3 week delivery upon the acknowledgement of the receipt of a purchase order. This is due to the fact that there are a large amount of varying requirements for each welding application, and the specialty equipment is hand made for each individual applications, hence the “Specialties” in the company name. It is highly recommended that customers or suppliers also purchase backup equipment to avoid a 2-3 week period of downtime.

RETURN GOODS

Return authorization is required and must be obtained from D/F prior to the shipment of any product, for any reason. Only new, unused, saleable products and parts qualify for consideration for return to the factory for credit. We will issue to the customer an “RGA” number which must be affixed to the outside of the package and a copy affixed to the returned product. The customer must enclose with the shipment a copy of the original D/F sales order invoice covering the returned goods. Upon inspection and acceptance of the returned product, a restocking charge will be applied. A credit will then be issued in the amount of the difference between the sales order invoice and the restocking charge. The restocking charges are as follows:

Time Charge

0 - 30 days 25% or \$50.00, whichever is greater

31 - 90 days 50%

No returns accepted after 90 days.

All returns must be made freight prepaid.
Any items returned without authorization will not be accepted.
Any exceptions will be returned, freight collect.

WARRANTY

The guns and machine barrels sold by Company under warranty set forth in the following paragraphs. Such warranty is extended only to Distributor and to the buyer ("Buyers") who purchase guns and machine barrels directly from Distributor as new equipment (whether purchased separately or in conjunction with or as an integral part of Distributor equipment).

The company warrants that the goods to be supplied hereunder will conform to the description on the invoice; that it will convey good title thereto; that such goods will be delivered free from and lawful security interest or other lien or encumbrance unknown to the Buyer; and that such goods will be of marketable quality. As to goods manufactured by Company or bearing its trade name or label, Company warrants that such goods shall be free from defects in materials or workmanship for a period of ninety (90) days after delivery by Company, provided that same is properly operated under conditions of normal use and that regular periodic maintenance is performed. Expendable parts referred to herein will be the nozzles, current tips, spatter discs, insulators, collets, casings, liners and wire inlets. The forgoing warranties shall not apply if the equipment has been repaired other than by D/F, or a service facility designated by D/F, or in accordance with written instructions provided by D/F, or altered by anyone other than D/F, or if the equipment has been subject to abuse, misuse, negligence or accident.

There is no warranty that the goods shall be fit for any particular purpose, nor is there any other warranty, express or implied, except such as is expressly set forth herein. The Company shall not be liable for any incidental or consequential damages for any breach of warranty, the Company's liability and the Buyer's exclusive remedies being expressly limited at the Company's option to the repair of defective goods or the replacement thereof with conforming goods at the delivery point shown on the invoice or the repayment of the purchase price. A statement of equipment or part deficiency must be provided no later than 10 days prior to the expiration date of the applicable warranty. When major components of gun assemblies or machine barrel assemblies are found to be defective the complete assembly must be returned for inspection. Transportation charges must be prepaid. Upon examination, if the equipment is found not to comply with the above warranties, return transportation charges for the equipment or part shall be paid by the Buyer.

D/F MACHINE SPECIALTIES, Inc. makes no other warranty of any kind, whether express or implied, including, but not limited to the WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

D/F MACHINE SPECIALTIES, Inc. shall not be liable under any circumstances to Buyer, or to any person who shall purchase from Buyer, for damages of any kind arising out of the use or maintenance of the Product, including, but not limited to any, direct, indirect, incidental or consequential damages or damage for loss of production or loss of profits resulting from any cause whatsoever, including but not limited to, any act, error or omission of D/F MACHINE SPECIALTIES, Inc.

Genuine D/F MACHINE SPECIALTIES, Inc. Parts, Accessories, and Consumables must be used for safety and performance reasons. The use of anything other than genuine D/F MACHINE SPECIALTIES, Inc. Parts, Accessories, or Consumables will void this Warranty. All units returned for warranty repair are subject to Warranty Inspection. Warranty and repair work shall not apply to goods that have been altered or repaired, have been subject to misuse or used while any parts are loose, broken, or damaged, or used with other than original D/F® parts, consumables, or accessories which may affect performance and safety.

This Warranty shall be void if accident, abuse, or misuse damages the Product, or if a Product is modified in any way except by authorized D/F MACHINE SPECIALTIES, Inc. personnel.

As to goods not manufactured by the Company, the solo obligation of the company shall be to obtain for the buyer from the manufacturers thereof the standard warranty available from such manufacturers and to lend the Buyers reasonable assistance with respect to the enforcement thereof.

PRODUCT REPAIR

If a Product is being returned for Warranty Repair or Replacement, a Return Authorization Number must be attained from D/F MACHINE SPECIALTIES, Inc. Customer Service and referenced on the return shipment. When equipment is returned to the Company, the repair request must include an explanation of what is to be corrected. Freight charges to and from the Company are the responsibility of the equipment owner. Use of non-D/F® Parts, Accessories, and/or Consumables with these MIG and TIG Welding Guns and Machine Barrels may damage or severely limit performance of the D/F® MIG and TIG Welding Guns and Machine Barrels, and will void any warranties.

Out-of-warranty equipment repair costs will be evaluated and submitted for approval prior to proceeding with a repair. A minimum charge of \$60.00 plus replacement parts will be applied upon completion of repairs.

LIABILITY

Company shall not be liable in damages or otherwise for any failure or delay in delivery hereunder caused by or resulting from any strike, lockout, or other industrial disturbance, fire, earthquake, explosion, flood, storm, Act of God, accident, governmental action or regulations, curtailment of or failure to obtain sufficient raw materials, labor or utilities, machinery or equipment breakdown, lack of transportation or distribution facilities, or any other cause what so ever (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

SHIPPING & HANDLING

D/F Machine Specialties uses UPS as the primary carrier for most shipments. Should you require faster service than the standard UPS Ground, UPS BLUE (2 business day service) and UPS RED (next business day service) are available at an extra cost. If shipments need to be anything other than UPS Ground, RED, or BLUE, we ask that you call with detailed shipping instructions.

Our customer-friendly shipping schedule is calculated on the ACTUAL WEIGHT of your shipment and the TYPE OF SHIPPING SERVICE that you specify (UPS Ground, UPS BLUE, or UPS RED). Unless otherwise indicated, a \$5.00 handling charge will be added to regular shipping charges on all orders placed. If your order must be shipped in multiple boxes or in separate shipments in the event an item is not in stock and must ship at a later date, shipping and handling charges for the entire order will be assessed at the point when the first item is shipped. We charge only ONCE for shipping and handling, for the entire order.

Same-Day Shipments

Any purchase orders that require same-day delivery (UPS RED, UPS BLUE) must be received before 3:00 pm Central Time. Regular order acknowledgement occurs up to 24 hours from the receipt of a purchase order. It is advised that upon placing an order that requires same-day delivery, that that order be followed up by a phone call to ensure the receipt of the order so that the order has adequate processing time.

MINIMUM ORDER - \$50.00 Net Pricing for All Orders

Last Updated: May 2016