

# **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.

## **PRICE**

Company's price to Buyer shall be the price set forth in the Consumer Price List. Company reserves the right to make changes in its retail prices at any time.

## **INVOICE TERMS**

Terms are NET 30 Days based on prior credit approval.

## **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

## **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.

## **RETURN GOODS**

Only new, unused, saleable products and parts qualify for consideration for return to the factory for credit. Return authorization must be obtained from D/F prior to the shipment of any product, for any reason. 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 barrel

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 in 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 opinion 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 must be used for safety and performance reasons and use of anything other than genuine D/F MACHINE SPECIALTIES, Inc. Parts will void this Warranty.

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.

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) or UPS RED (next business day service) are available at an extra cost. If shipments need to be anything other than UPS Ground (RED, 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.

**MINIMUM ORDER - \$50.00 Net Pricing**

*Last Updated: July 2011*