

PAYMENT TERMS and PRICES: Terms of payment are Net 30 Days unless otherwise specified on the invoice. Accounts in arrears are subject to both credit and production hold. Freight is F.O.B., shipping point. Catalog prices subject to change without notice.

DELIVERY: Shipping dates are approximate and are based on prompt receipt of all necessary information from the Purchaser. The products shall be deemed finally inspected and accepted within thirty days after delivery, unless notice of rejection or notice of any claim is given in writing to Specialty Tools, Inc. within said period. Acceptance as aforesaid shall constitute acknowledgment of full performance by Specialty Tools, Inc. of all its obligations hereunder except as further stated under paragraph entitled "Product Warranty".

OVER / UNDER SHIPMENTS: Unless your order specifies "NO OVER SHIPMENTS OR UNDER SHIPMENTS", our policy follows the standard industry practice on Altered Standards and Specials. For quantities over ten (10) pieces, the shipping tolerance and billing quantity is plus or minus ten percent (10%) of the quantity ordered. For quantities of one (1) to nine (9) pieces, the shipping tolerance and billing quantity is plus or minus one (1) piece. Orders for Specials that require shipment of exact quantities are subject to a premium charge.

TITLE: All drawings, novel techniques, special tooling and inventions made or acquired by Specialty Tools, Inc. in fulfillment of this order shall be its property, regardless of whether separate items of price appear in the order for engineering or tooling. All drawings, process descriptions or tooling furnished by Purchaser shall remain its property.

CANCELLATIONS: Cancellations of orders that are for our standard catalog items can be canceled at no charge if the tools have not been shipped. Tools that have been made as a special, coated, altered in any way, or the tools or packaging is marked different than our standard tools will incur a cancellation fee in proportion to the cost we have incurred prior to cancellation.

PRODUCT WARRANTY: We guarantee our products to be free from defects in materials and workmanship. We will replace or repair any product which we find to be defective within one year from the date of shipment. This warranty does not apply to products that have been altered, misused, subject to an accident or used beyond their normal life. This warranty is in lieu of all other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose. This warranty is also in lieu of all other obligations or liabilities on the part of Specialty Tools, Inc., including any obligation or liability arising from contract, tort or otherwise for damages whether direct, indirect or consequential. There are no other warranties, expressed or implied, made by us except against defects in material and workmanship as set forth above. We neither assume nor authorize any other person or firm to assume for it any other liability or obligation in connection with our products. Specialty Tools, Inc. does not warrant against infringement of any patent.

LICENSE: Specialty Tools, Inc. grants no license by this sale under any patent rights it may now own or hereafter acquire except the right to use the product for the purpose for which it is sold.

CUSTOMER ALTERATIONS: Specialty Tools, Inc. cannot be responsible for the performance of products that have been altered by the customer. We also cannot accept for return any product the customer has modified in any way. This includes, but is not limited to, markings, tangs, flats, coatings, surface treatments, or any changes to geometry.

RETURNED GOODS: Returns may be accepted within thirty days after delivery on unused, unmodified Specialty Tools, Inc. standard products and a restocking fee may apply. Returns are not accepted for any special, modified and/or used items. Material should be returned to the distributor from whom the items were purchased. The distributor will contact our customer service department for a "Returned Material Authorization Number" (RMA) prior to returning any material. This is for your protection so that proper credit can be applied to your account. The company returning the product should have either our invoice number, packing slip number or the original purchase order number ready when calling.

SAFETY WARNING: Cutting tools may shatter when broken. Appropriate guards and protection, including the wearing of eye protection, is strongly advised by all persons in the vicinity of their use. Grinding or other use of this tool may produce hazardous dust and fumes. It is strongly suggested that only adequately trained persons with proper ventilation and equipment grind or use these products.

REVISIONS: We reserve the right to revise listings, pricing, specifications, and make design changes in our products without notice. Any revised listings will appear in the most current price lists and sales literature. We reserve the right to correct any typographical errors in our literature at any time.

ENTIRE AGREEMENT: This terms and conditions of sale represents the entire agreement between the parties and supersedes any prior agreements, whether written or oral, expressed or implied.