



These terms and conditions shall apply to all orders entered into by and between any distributor or any end-user of the Goods, whichever the case may be ("Buyer") and Baileigh Industrial, Inc. ("Seller"). These terms and conditions and any Seller quotation form submitted herewith or separately shall be collectively referred to hereinafter as the "Agreement." Seller shall accept orders, sell Goods, and do business only upon these terms and conditions. Any additional or different terms in Buyer's purchase order or other purchase documentation are deemed material alterations to this Agreement, and Seller hereby gives notice of its objection to them. The term "Goods" means all items sold and/or provided by Seller to Buyer, whether goods, materials, products to be manufactured and delivered, services to be rendered, or any combination thereof.

Price.

If any price quotation is stated on the face hereof, such price quotation shall be good only for a period of thirty (30) days from the date of such quote. Thereafter, the price for Goods sold hereunder shall be the Seller's price in effect as of the date of shipment. All prices are F.O.B., the Seller's plant of manufacture, unless otherwise stated. Prices also do not include any federal, state, or local taxes or other governmental charges upon or with respect to the sale, purchase, manufacture, delivery, storage, processing, use, or consumption of any of the Goods provided hereby. Prices are stated and payable in U.S. dollars.

Cancellation.

Buyer may not suspend or cancel orders placed with Seller, except with Seller's prior written consent and then only if Buyer reimburses Seller for all losses incurred due to such suspension or cancellation, including without limitation, all incidental and consequential damages and expenses arising therefrom. Direction from Buyer to suspend or cancel any order may be treated as repudiation, making Buyer immediately liable for loss, expense and other damages sustained.

Delivery.

If the Goods involve the provision of services, title and risk of loss to such Goods shall pass to Buyer upon delivery of the services to Buyer. In all other cases, title to and risk of loss for the Goods shall pass to Buyer upon delivery of the Goods by Seller to the common carrier for delivery. If Buyer does not specify shipping instructions, Buyer hereby authorizes Seller to make shipping arrangements on Buyer's behalf and Buyer shall be responsible for all costs and expenses associated therewith. All timeframes provided by Seller, whether verbally or in writing, are good faith estimates of the expected delivery date for the Goods. Seller shall use commercially reasonable efforts to fill Buyer's orders within the time stated but in no event shall Seller be liable for any damages associated with Seller's inability to meet any such timeframes or deadlines, including but not limited to incidental or consequential damages arising therefrom.

Inspection & Acceptance.

Buyer shall inspect all Goods within ten (10) days after receipt thereof. Buyer's payment shall constitute final acceptance of the Goods and shall act as a waiver of the Buyer's rights to inspect or reject the goods unless otherwise agreed. If Buyer rejects any merchandise, Buyer must first obtain a Returned Goods Authorization ("RGA") number before returning any goods to Seller. Goods returned without a RGA will be refused. Seller will not be responsible for any freight costs, damages to goods, or any other costs or liabilities pertaining to goods returned without a RGA. Seller shall have the right to substitute a conforming tender. Buyer will be responsible for all freight costs to and from Buyer and repackaging costs, if any, if Buyer refuses to accept shipment. If Goods are returned in unsalable condition, Buyer shall be responsible for full value of the Goods. Buyer may not return any special order Goods. Any Goods returned hereunder shall be subject to a restocking fee equal to 30% of the invoice price.

Specifications.

Seller may, at its option, make changes in the designs, specifications or components of the Goods to improve the safety of such Goods, or if in Seller's judgment, such changes will be beneficial to their operation or use. Buyer may not make any changes in the specifications for the Goods unless Seller approves of such changes in writing, in which event Seller may impose additional charges to implement such changes.

Limited Warranty.

Seller warrants to the original end-user that the Goods manufactured or provided by Seller under this Agreement shall be free of defects in material or workmanship for a period of twelve (12) months from the date of purchase, provided that the Goods are installed, used, and maintained in accordance with any instruction manual or technical guidelines provided by the Seller or supplied with the Goods, if applicable. The original end-user must give written notice to Seller of any suspected defect in the Goods prior to the expiration of the warranty period. The original end-user must also obtain a RGA from Seller prior to returning any Goods to Seller for warranty service under this paragraph. Seller will not accept any responsibility for Goods returned without a RGA. The original end-user shall be responsible for all costs and expenses associated with returning the Goods to Seller for warranty service. In the event of a defect, Seller, at its sole option, shall repair or replace the defective Goods or refund to the original end-user the purchase price for such defective Goods. Goods are not eligible for replacement or return after a period of 30 days from date of receipt. The foregoing warranty is Seller's sole obligation, and the original end-user's exclusive remedy, with regard to any defective Goods. This limited warranty does not apply to: (a) die sets, tooling, and saw blades; (b) periodic or routine maintenance and setup, (c) repair or replacement of the Goods due to normal wear and tear, (d) defects or damage to the Goods resulting from misuse, abuse, neglect, or accidents, (e) defects or damage to the Goods resulting from improper or unauthorized alterations, modifications, or changes, (f) any Goods that have not been installed and/or maintained in accordance with the instruction manual or technical guidelines provided by Seller, and (g) labor and costs associated with repair or installation of parts supplied under warranty.

EXCLUSION OF OTHER WARRANTIES.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY AND ALL OTHER EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. NO WARRANTY IS MADE WHICH EXTENDS BEYOND THAT WHICH IS EXPRESSLY CONTAINED HEREIN.

LIMITATION OF LIABILITY.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR DOWN TIME) ARISING FROM OR IN MANNER CONNECTED WITH THE GOODS, ANY BREACH BY SELLER OR ITS AGENTS OF THIS AGREEMENT, OR ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. BUYER'S REMEDY WITH RESPECT TO ANY CLAIM ARISING UNDER THIS AGREEMENT IS STRICTLY LIMITED TO NO MORE THAN THE AMOUNT PAID BY THE BUYER FOR THE GOODS.

For Customer Service & Technical Support:

Please contact one of our knowledgeable Sales and Service team members at: (920) 684-4990 or e-mail us at sales@baileigh.com