

TERMS OF SALE

These are the terms of sale between Swift Tool Co. Inc. ("Seller") and the entity that is purchasing goods from Seller ("Buyer"). Buyer agrees that these terms of sale are applicable to the transactions between Buyer and Seller, and agrees to contract with Seller pursuant to these terms.

ACCEPTANCE OF TERMS OF SALE

No conditions stated by Buyer in its offer or acceptance shall be binding on Seller if in conflict with, inconsistent with, or in addition to, Seller terms. Credit is conditional upon determination by Seller each time an order is received. By use of our website, you agree to our Legal and Privacy Policies. You certify, represent, and warrant that all purchases made by employees/agents of your organization utilizing your account number are authorized purchases of your organization. You acknowledge that your purchasing rights and privileges may be modified at any time upon notice from Seller. Orders are accepted on the basis of terms of sale in effect at the time the order is received and approved by the Seller at Seller's Main Offices. Acceptance of any products delivered hereunder by Seller or any of its Affiliates or Assignees shall constitute Buyer's agreement to said Terms of Sale as set forth herein or found on our website.

CLAIMS

All claims MUST be made within 5 days of receipt. To expedite service please refer to our invoice number. Damages incurred in commercial shipments must be claimed through the common carrier.

COMMERCIAL CREDIT ACCOUNT TERMS

Unless otherwise agreed to in writing, upon approved credit, standard terms of payment shall be 30 Days Net. A 1-1/2% monthly service charge may be added on invoices not paid when due. Returned checks and electronic payments are subject to \$15.00 charge. If Buyer fails to fulfill these terms or if Seller at any time has any doubt as to Buyer's financial responsibility, Seller may demand immediate full payment and decline to make further deliveries. Any indebtedness owing from Buyer to Seller can be set off and applied by Seller and associated companies on any indebtedness at any time from time to time either before or after maturity or demand. Buyer/applicant agrees to pay any collection cost incurred to collect delinquent amounts, including attorney's fees.

CREDIT BALANCE

Buyer agrees that any credit balance issued will be applied within one (1) year of its issuance. If not applied or requested within one (1) year, any credit balance remaining will be subject to cancellation, and Seller shall have no further liability.

DAMAGED, LOST or SHORT SHIPMENTS

UPS: Notify your local UPS office immediately. Advise us so we can reship the merchandise and place a claim. Keep damaged goods and containers for UPS inspection. Orders shipped "Collect" will be the Buyer's responsibility to reclaim.

Truck Shipments: Shippers are not responsible for merchandise damaged or lost by motor freight carriers. If your shipment is damaged or short, have it noted by the carrier on the delivery receipt. Without this proper notation, you accept it at your own risk.

DELIVERY, FREIGHT, FEES, SURCHARGES, AND TARIFFS

Unless otherwise stated, Buyer will be responsible for any freight, delivery, surcharge, tariff or other cost associated with the delivery of product to its destination and will be pre-paid and added to Buyer's invoice. Any extra or additional charges or services rendered in transit or at the destination will be the responsibility of Buyer. All shipments will be F.O.B. our Warehouse, the Factory, or the Vendor for items that are drop shipped. All truck shipments will ship via Best Way and added to Buyer's invoice unless otherwise specified at time of order. Shipment and delivery dates are estimates only, and are not guaranteed.

DISCLAIMER OF WARRANTIES

AS THE SELLER WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, OF PERFORMANCE, MERCHANTABILITY, WORKMANSHIP, FITNESS, QUALITY, DURABILITY OR SUITABILITY OF THE MERCHANDISE IN ANY RESPECT INCLUDING ITS FITNESS FOR THE PURPOSE AND USES OF THE BUYER. THE ONLY WARRANTIES APPLYING TO MATERIALS SOLD ARE THOSE SPECIFICALLY PROVIDED BY THE MANUFACTURER. SELLER FURTHER MAKES NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS WITH RESPECT TO ANY CHANGES, ALTERATIONS OR MODIFICATIONS MADE IN MATERIALS AT THE REQUEST OR INSTRUCTION OF THE PURCHASER. THE OBLIGATIONS OF SELLER ARE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OR, AT ITS SOLE OPTION, TO THE REFUND OF THE PURCHASE PRICE. SELLER IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS).

INDEMNITY

The Buyer shall defend and indemnify Seller, as a result of Buyer's negligence, from and against any and all loss of or damage to the merchandise, usual wear and tear excepted; any claim, cause of action, damages, liability, cost or expenses (including attorney's fees) which may arise or be incurred in any manner in favor of any person relating to the merchandise or any part of the merchandise, including by way of example but not of limitation, claims arising out of or incident to the construction, purchase, delivery, installation, ownership, leasing, sale, or return of the merchandise or as a result of its use, maintenance, repair, operation or condition thereof, whether or not any claimed defects in such merchandise are latent or are discoverable; and any claim, cause of action, cost, or expense arising for alleged patent infringement of, for, or as a result of claims for alleged strict liability in tort. The obligations of Buyer herein contained shall survive the expiration of the Agreement as to any loss, damages, claims, causes of action liabilities, costs, or expenses.

INSPECTIONS

Any inspection of goods agreed to by the parties will be made at Seller's location, Manufacturer's plant, or other source of supply and must be made before shipment. Any goods not rejected by Buyer before shipment will be deemed accepted.

INVENTORY

We do our best to maintain in stock full and complete inventories of all regular lines. All items are subject to prior sale.

LIMITATION OF DAMAGES

SELLER'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER THESE TERMS OF SALE SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SPECIFIC GOODS RELATED TO THE CLAIM AGAINST SELLER.

LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, NOR SHALL SELLER BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION, OR FURNISHING OF THE MERCHANDISE OR SERVICES BY ANY MANUFACTURER OF THE MERCHANDISE OR OTHERWISE

NOTICE TO SUBSEQUENT PURCHASER OR REPACKER

For imported articles, the requirements of 19 U.S.C. 1304 and 19 CFR part 134 provide that the articles or their containers must be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container will permit, to indicate to an ultimate purchaser in the United States the English name of the country of origin of the article.

OSHA

Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances are available by contacting original product manufacturer. Seller makes no warranty with respect to the accuracy or reliability of the information or the suitability of the recommendations. Seller disclaims any and all liability to any user thereof.

PRICES

All prices are in US dollars. All prices are subject to change without notice. Typographical or similar errors are subject to correction.

PROMOTIONAL AND ADVERTISING MATERIAL

Customer authorizes Seller, its affiliates or representatives, to send e-mails or faxes, of any kind, including but not limited to correspondence, promotional and advertising material, to Buyer or its affiliates.

QUOTATIONS

Quotations are valid for 30 days unless otherwise specified.

RESPONSIBILITY

The value of a defective product or material sent in error is our only liability. All technical data has been supplied by the manufacturer and is listed only as a convenience. All specifications are subject to change without notice. Photos shown in any of our advertising material, catalog and website are general representations of the various items and may include optional equipment. We do not warrant or represent that the merchandise complies with the provisions of any law, particularly including the Walsh-Healey Public Contracts Act and the Occupational Safety and Health Act of 1970, and regulations promulgated thereunder, unless the manufacturer so warrants.

RETURNS

Unless we have erred, returns must be prepaid. No merchandise will be accepted for return which is made up special or which has been held for over 30 days. We reserve the right to

determine if the purchaser has abused the item in question. If it cannot be returned to stock, credit will not be given. ***Returns not accompanied by a copy of packing slip, invoice, or invoice number may not be accepted or subject to restocking charge. Returns due to customer error must be prepaid and are subject to restocking charge.*** Any claims for discrepancies in shipment must be made within 5 days of receipt of merchandise. **Items that cannot be returned via UPS:** Call for instructions, or e-mail info@swifttool.com

SAFETY

Buyer will cause each person who receives or uses purchased goods to read and comply with all safety instruction provided by Seller and Manufacturer, including all product safety notices, warnings, instructions and training materials, manuals, or other similar safety documentation. Buyer will instruct each user in the proper use of the goods and implement and enforce the safety documentation. Buyer will be solely responsible for complying with local, state and federal or provincial laws, codes or regulations relating to safety of the workplace where the goods are used. Cutting Tools may shatter when broken. The wearing of eye protection is strongly recommended in the vicinity of their use.

SALES TAX

Seller' is required to charge state and local tax on items for which sales tax exemption certification have not been provided, or does not apply. When ordering, please indicate Tax exemption and provide certification, or does not apply. Should tax exemption status be determined to be invalid by the tax authority, Buyer shall be responsible to pay the tax, interest and penalty, assessed by the authority.

TITLE

To secure payment and performance of all Buyer's obligations hereunder, whether represented by commercial account or evidenced by notes, judgements or otherwise, Seller hereby retains title to the equipment and a security interest herein until payment in full and performance by Buyer of said obligations.

TERMS OF SALE ARE SUBJECT TO CHANGE WITHOUT NOTICE.