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SALES TERMS & CONDITIONS

To Our Valued Customers:

Swisset Tool Company strives to be a quality conscious, convenient source for all your Escomatic needs. At this time we would like to take a brief moment to review our terms and policies.

MINIMUM ORDER:

All cutting tools and drills have a 3 piece minimum.

For efficient pricing and delivery, blanket orders are encouraged. Blanket orders will be adhered to - no exceptions.

Blanket orders are to be shipped completely by the end of the 12th month 1 year.

Parts and accessories have no minimum.

Machine Sales and rebuilds have no Minimum order.

TERMS:

Our standard terms are Net 30, with no discounts.

Swisset Tool now accepts Credit cards and ACH wire transfers.

- . Accounts past 45 days will be considered late. You may avoid late status by paying with your credit card.
- . Accounts past 60 days will be placed on credit hold until the account is made current.
- . Accounts past 90 days are subject to collection and will incur a 24% APR Interest Penalty. Future orders will be shipped Prepaid, Credit Card or COD.
- . If you exceed your credit limit, shipments will be placed on hold until suitable arrangements are made.

Due to the increased costs of shipping and handling, all invoices will incur a \$4.00 handling charge regardless of whether the package is freight collect or prepaid.

QUOTATIONS:

Quotes are valid until the Good Thru date or unless otherwise specified. Machine sales or rebuild quotes are stated in the "TERMS" at the bottom of the quote. No Verbal quotes are binding. Force Majeure will be used in special events outside Swisset Tool Control. See Force Majeure definition below.

PRICES:

All Prices are **EXW - Ex Works** (named place of delivery): The seller makes goods available at their location. The buyer covers all subsequent costs and risks.

Responsibility for delayed or lost shipments is that of the receiver, although Swisset Tool Company will assist in tracing such shipments.

ORDERS:

All orders are subject to approval at Swisset Tool Company office located in Belmont New Hampshire. Acceptance of all orders is expressly conditioned upon customer's assent to all terms and conditions stated herein as the sole terms and conditions of sale and service.

FORCE MAJEURE:

Force majeure is a legal term that means "superior force" and refers to an unexpected, uncontrollable event that prevents parties from fulfilling their contractual obligations.

If an unforeseen event occurs (Force Majeure) causing a PRICE or TERM change the new price or term will be discussed and changes will be made based on this event. Remember 2025 Tarff increase to 39% effective August 8th 2025 with a less than 2-week notice.

DELIVERIES:

EXW Ex-works or as determined on the purchase order and agreed to by Swisset Tools acceptance of the purchase order.

CANCELLATIONS:

Once an order has been entered by Swisset Tool it cannot be cancelled or changed without notifying Swisset Tool in writing. If an order has been started the customer will be charged for the full amount of the order unless Swisset Tool accepts a lesser amount determined by the amount of work completed. On Machines and Products imported or purchased from Vendors the amount will be determined by the Vendor.

DAMAGED or MISSING SHIPMENTS:

All shipments leaving Swisset tool are EXW Ex-Works. If a shipment is damaged, we recommend you contact the shipping company that delivered immediately. If the shipment is missing, we can send a delivery confirmation if applicable.

RETURNS:

You must call first and make appropriate arrangements with our sales department.

- . Normal stock items ordered in error are subject to a 10% restocking charge.
- . Made-to-order items or special-order parts and accessories that are ordered in error are not returnable.
- . In the event of a quality question, the items involved are subject to Swisset Tool Company's inspection before a final disposition can be made.
- . Shipping and handling charges will not be credited

WARRANTY-NEW MACHINE SALES:

Company refers to Swisset Tool Company

Purchasing Company or Purchaser refers to the buyer of the machine.

1. NEW Equipment Warranty. Company warrants all Equipment to be free from defects in material or workmanship under normal use and service for a period of 365 days from the date of delivery. Any defect corrected within three hundred sixty five (365) days and found to be within this scope of the warranty will be repaired by Company and all charges for labor and material, will be borne by Company. If it is determined that either no fault exists in Company, or the damage to be repaired was caused by negligence of the purchasing customer, employees, or end user. The customer agrees to pay all charges associated with each such repair. THIS CONSTITUTES THE SOLE WARRANTY MADE BY COMPANY EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DISTRIBUTOR'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS.

2. Misuse of Equipment. Any tampering, misuse or negligence in handling or use of Equipment renders the warranty void. Further, the warranty is void if, at any time, Purchasing attempts to make any internal changes to any of the components of the Equipment; if at any time the power supplied to any part of the Equipment exceeds the rated tolerance; if any external device attached by the Purchaser creates conditions exceeding the tolerance of the Equipment; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDER THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE EQUIPMENT.

Swisset Tool Company, Inc.
Douglas A. Sanborn, VP

One company, one call, for all your Escomatic needs. Visit us @ www.swissettool.com