

**YAMAZEN INC., TOOLING DIVISION (“YTD”)  
Terms of Sale (“Terms”) Effective: December 15, 2018**

These Terms are attached to and made part of the Proposal to which they are attached and shall apply to the purchase and sale of the Product(s) and/or Service(s) set forth in the Proposal.

**1) PRICING**

- a. Prices and this Proposal are valid only for thirty (30) days from the date on this Proposal unless otherwise noted in this Proposal.
- b. Prices do not include freight, taxes, duties and any other charges unless otherwise set forth in this Proposal. All such amounts shall be for the account of, and shall be paid by, Buyer.
- c. Prices are subject to change without notice. Typographical and other errors in YTD’s catalogues, Price Lists and this Proposal are subject to correction.
- d. Special orders are subject to YTD’s right to ship +/- 10% of the original order quantity and Buyer shall accept and pay for the same. Special orders are non-refundable, no returns will be accepted. A 20% down-payment will be required with all special orders and is due at the time the order is received at YTD. Special orders will not be placed with the factory/manufacturer until the down-payment has been received by YTD. Additional freight charges may apply on special orders.

**2) ORDER PROCESSING**

- a. All purchase orders must net at least \$100.00. Any purchase order for less than \$100.00 will not be accepted. All Products sold by YTD may be combined to achieve this minimum order amount.
- b. After receipt of a written purchase order (verbal orders not accepted) by YTD, an acknowledgement(s) may be sent by YTD (i) confirming pricing, stock and delivery and (ii) changes and delays in shipment/delivery thereafter, if any.
- c. If Buyer does not receive an acknowledgement from YTD, Buyer must confirm receipt/acceptance by YTD of any purchase order.
- d. Orders will be shipped on “open account” only with prior approved credit, subject to any credit limits.
- e. Blanket purchase orders and may require a down-payment in advance.
- f. All accepted/acknowledged purchase orders are non-cancellable and may not be postponed or delayed without YTD’s written consent.

**3) SHIPPING**

- a. All Products are shipped UPS Ground (or other carrier) pre-paid and add, unless otherwise noted on this Proposal. Risk of loss shall transfer to Buyer upon delivery of the Products to the carrier.
- b. All special orders, non-standards, promotional orders, blanket orders, package deals or any reduced sale items will be billed for freight charges.
- c. Any damage, shortage, overage or other shipping discrepancy must be reported to YTD in writing within ten (10) calendar days of receipt of the Products.
- d. YTD will attempt to ship purchase orders the same day received, provided that such orders are received by no later than 3:00PM Central Standard Time.
- e. Any order of \$2,500 or greater will include insurance charges unless otherwise noted on Buyer’s purchase order to ship without insurance coverage. Buyer shall pay for all such insurance.
- f. YTD shall not be liable for any loss or damage whatsoever resulting from delayed delivery of the Products for any reason whatsoever.

**4) INVOICING/PAYMENT**

- a. YTD will invoice all Products as they are shipped to Buyer and payment shall be due net thirty (30) days from the date of the invoice unless noted differently on the Proposal or require installation by YTD or manufacturer.
- b. Late payments shall bear interest (at the lesser of 1½ % per month or the maximum rate allowed by applicable law) and Buyer shall reimburse YTD for all collection costs (including attorneys’ fees and costs). Late payments may result in potential shipping delays for pending orders.

**5) RETURNS/WARRANTY**

- a. Returns will be allowed for YTD authorized distributors (not end users) only with the written approval of YTD. Distributor returns must be made within thirty (30) days from the date of the original invoice date and will require a YTD Return Merchandise Authorization (RMA) number. No

returns will be accepted without a RMA number. In addition, a replacement order of equal or greater value must also be placed at the same time as (and as a condition precedent to) the issuance of a RMA number. Authorized (non-defective) returns are subject to a 25% or greater restocking fee.

- b. All distributor returns must adhere to the following:
  - i. All Products must be new and in original un-opened packages and will be subject to inspection by YTD upon return to YTD;
  - ii. Buyer will be responsible for return freight and handling costs; and
  - iii. YTD will issue a credit memo for the return goods which amount can then be applied to any future transactions. (Debits/short payments will not be accepted.)
- c. A yearly inventory adjustment will be allowed for distributors in good standing for the exchange on a dollar for dollar basis of up to 5% of the distributor’s annual purchases per product brand. Then current catalog items only will qualify for a return and no product brand cross-over will be allowed.
- d. Any Product warranty extended to Buyer shall be the warranty of the manufacturer only. YTD shall have no obligation or liability arising from the manufacturer’s warranty. **THE MANUFACTURER’S WARRANTY, IF ANY, SHALL BE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES (OF YTD OR OTHERS) RELATIVE TO THE PRODUCTS/SERVICES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YTD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER’S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO, AT YTD’S DISCRETION, THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE PRODUCTS/SERVICES, OR A REFUND OF THE PURCHASE PRICE PAID BY BUYER THEREFOR IN EXCHANGE FOR BUYER’S RETURN OF THE PRODUCTS TO YTD, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES.**

**6) MISCELLANEOUS**

- a. These Terms and the purchase and sale of the Products shall be governed by Illinois law. Buyer hereby submits to the exclusive jurisdiction of any state or federal court located in Cook County, Illinois relative to any Products/Services claim or other dispute between the parties. These Terms are subject to change from time to time. The Terms set forth at [www.vega-tool.com](http://www.vega-tool.com) at the time of order placement shall control the rights and obligations of the parties hereto. **THESE TERMS SUPERSEDE ANY PREVIOUS AGREEMENTS AND REMAIN VALID UNTIL CHANGED BY YTD, WITH OR WITHOUT PROVIDING PRIOR NOTICE.**
- b. This Proposal and the agreement arising hereby constitutes the entire agreement of the parties relative to the subject matters hereof and may only be amended by written agreement of the parties specifically referring to this Proposal and stating the parties’ intention to amend the same.
- c. In the event that the Products require installation (or are installed) by YTD or manufacturer/supplier, such installation Services shall be chargeable as set forth in this Proposal or as set forth in a separate Proposal submitted by YTD to Buyer. All such installation Services shall be subject to the limitations set forth in Section 5d. hereof.
- d. This Proposal to sell and provide the Products/Services expressly limits acceptance to these Terms; and notification of objection to any different or additional terms in any response to this Proposal is hereby given. **THIS PROPOSAL TO SELL AND PROVIDE THE PRODUCTS/SERVICES TO BUYER IS EXPRESSLY CONDITIONED UPON BUYER’S ASSENT TO THESE TERMS. ANY ADDITIONAL, CONFLICTING, OR INCONSISTENT TERMS AND CONDITIONS SUBMITTED BY BUYER IN ANY ORDER OR OTHER DOCUMENT OR OTHERWISE SHALL HAVE NO FORCE OR EFFECT AND SHALL NOT CONSTITUTE A PART OF THE AGREEMENT BETWEEN YTD AND BUYER. THESE TERMS SHALL NOT BE VARIED EXCEPT BY A WRITTEN DOCUMENT EXECUTED BY AN OFFICER OR AUTHORIZED AGENT OF YTD.**