

**VEGA TOOL CORPORATION (“VTC”)  
Terms of Sale (“Terms”)**

**Effective: May 1, 2016**

**1) PRICING**

- a. Prices and quotes are valid for thirty (30) days from the date on the quotation unless otherwise noted in the quote.
- b. Prices do not include freight, taxes, duties and any other charges unless noted separately in a quote. All such amounts shall be for the account of Buyer.
- c. All discounts will be deducted from the prices listed in VTC’s then current Price List(s). Prices are subject to change without notice. VTC will exert commercially reasonable efforts to avoid errors in VTC’s catalogs and Price List(s); however, typographical and other errors are subject to correction.
- d. Discounts will not be quoted over the phone.
- e. Special orders are subject to VTC’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 VTC. Special orders will not be placed with the factory until the down-payment has been received by VTC. Additional freight charges may apply on special orders.

**2) ORDER PROCESING**

- a. All orders must net \$100.00. Any order for less than \$100.00 will not be accepted. All products sold by VTC may be combined to achieve this minimum amount.
- b. After receipt of a written order (verbal orders not accepted) by VTC, an acknowledgement will be sent, confirming pricing, stock and delivery.
- c. If Buyer does not receive an acknowledgement from VTC, Buyer must confirm receipt/acceptance by VTC of any order.
- d. All orders will be shipped on “open account” only with prior approved credit.
- e. Blanket orders will be accepted without any cancellation, postponements or returns and may require a down-payment in advance.
- f. Accepted orders are non-cancellable without VTC’s written consent.

**3) SHIPPING**

- a. VTC will exert commercially reasonable efforts to meet the estimated delivery schedule indicated at the time of order receipt. VTC will inform Buyer of delivery date changes and delays, if any.
- b. All orders are shipped UPS Ground pre-paid and add, unless otherwise noted on Buyer’s order. Risk of loss shall transfer to Buyer upon delivery of the products to UPS.
- c. All special orders, non-standards, promotional orders, blanket orders, package deals or any reduced sale items will billed for freight charges.
- d. Any damage, shortage, overage or other shipping discrepancy must be reported within ten (10) calendar days of receipt of the products.
- e. Provided that orders are received by no later than 3:00PM Central Standard Time, VTC will attempt to ship such orders the same day.
- f. Any order of \$2,500 or greater will include insurance charges unless otherwise noted on Buyer’s purchase order to ship without insurance coverage. In such case, Buyer will assume all and any loss associated with a shipment which is damaged or lost while in-transit.
- g. VTC 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. VTC 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.
- b. Late payments shall bear interest (at the lesser of 1½ % per month or the maximum rate allowed by applicable law) and shall be subject to collection costs (including attorneys' fees and costs) and may result in potential shipping delays for pending orders.

#### 5) RETURNS/WARRANTY

- a. VTC will exercise reasonable efforts to provide buyer with quality products without any defects. However, any warranty extended to Buyer is the warranty of the manufacturer(s) of the product only, **and not VTC.**
- b. Returns will be allowed only with the written approval of VTC. Returns must be within thirty (30) days from the date of the original invoice date and will require a VTC Return Merchandise Authorization (RMA) number. In addition, a replacement order of equal or greater value must also be placed at the same time as (and as a conditions precedent to) the issuance of RMA number. Authorized (non-defective) returns are subject to a 25% or greater restocking fee.
- c. All 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 VTC upon return to VTC;
  - ii. Buyer will be responsible for return freight and handling costs; and
  - iii. VTC will issue a credit memo for the return goods which amount can then be applied to any future transactions. (Debits will not be accepted).
- d. A yearly inventory adjustment will be allowed for all 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.
- e. VTC 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 VTC OR OTHERS) RELATIVE TO THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VTC 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 VTC'S DISCRETION, THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE PRODUCTS, OR A REFUND OF THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS IN EXCHANGE FOR BUYER'S RETURN OF THE PRODUCTS TO VTC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES.**
- f. These Terms are 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 product or other dispute between the parties.

**THESE TERMS OF SALE SUPERSEDE ANY PREVIOUS AGREEMENTS AND REMAIN VALID UNTIL CHANGED BY VTC, WITH OR WITHOUT PROVIDING PRIOR NOTICE.**