

SELECTED TERMS AND CONDITIONS OF SALE

These Selected Terms and Conditions of Sale are listed here for your convenience only and are subject to change without notice.

1. **MINIMUM BILLING:** ABICOR BINZEL requires a minimum order of \$100.00. Product may be subject to minimum order quantities and lead times as specified by Customer Service.
2. **TERMS OF PAYMENT:** Payment in full of invoiced price is due 30 days from date of invoice without discount. Prices are subject to change without notice. Invoices will be denominated in, and must be paid in, U.S. DOLLARS. ABICOR BINZEL reserves the right to modify these terms for new customers or for customers who consistently pay late and pre-payment may be required.
3. **CREDIT CARD ORDER:** ABICOR BINZEL accepts credit card orders. MasterCard® and Visa® are accepted. Billing to credit cards will include cost for items, shipping, and any additional charges to accommodate the purchase and delivery. Credit card charge purchases can not returned for credit.
4. **FREIGHT AND DELIVERY:** Delivery on orders of \$750.00 or more, Distributor net, will be prepaid by ABICOR BINZEL, Frederick, MD. Stock product will be shipped "best way" ground (55 gallon drums of anti-spatter fluid and coolants are excluded). For specific shipping requests (UPS Red, Blue, FedEx, etc.), the shipping charges will be the responsibility of the customer. Every effort will be made to ship orders on the specified delivery date.
5. **RETURNED MERCHANDISE POLICY:**
 - a) ABICOR BINZEL will accept returns for credit of new and saleable items of current design purchased within the past 6 months. The items must be in original packaging. Non-standard items are non-returnable.
 - b) Before merchandise is returned, a **replacement order with a NET value equal to or greater than** the returned credit is required. Returned merchandise is subject to a 20% restocking charge (or \$25.00, whichever is greater).
 - c) No returned goods will be accepted at our factory without a valid RGA (Returned Goods Authorization) number clearly marked on the packaging. An RGA can be obtained by contacting ABICOR BINZEL Customer Service at 1-800-542-4867. Acceptance of any returned goods shall not be deemed an admission that goods are defective or in breach of any warranty. Goods returned under an RGA will only be accepted when freight is prepaid by sender. The RGA number is valid for thirty (30) days only.
 - d) Returned merchandise must be of the current design and in new or unused condition. Upon receipt of merchandise, ABICOR BINZEL will inspect the items to ensure specified requirements have been met before a credit less the restocking charges may be issued. If the items do not match what is on the RGA or do not meet the return merchandise requirements, the package will be returned and the shipping will be billed to your account.
 - e) Buyer is required to contact ABC Accounts Receivable Department with instructions for processing credit. Credit is invalid after six (6) months.
 - f) Should a product be returned due to a shipping error, ABICOR BINZEL will absorb all reasonable expenses including freight charges to remedy the situation.
 - g) Additional charges may be assessed if refurbishment or repackaging is necessary.
6. **CLAIMS FOR ERRORS:** For claims for errors, omissions, damages, defects, or shortages on any order, please contact ABICOR BINZEL Customer Service at 1-800-542-4867 within five (5) days from receipt of order. If a claim is made by the Buyer that requires the Seller's representative to inspect the goods before settlement of the claim, the Buyer will be responsible for costs related to the inspection if the Buyer's claim is found unwarranted or if the claim is denied for valid reasons. Failure to notify the Seller of a defect in accordance with this paragraph shall be equivalent to acceptance of the goods.
7. **SPECIAL EDUCATION DISCOUNT:** ABICOR BINZEL extends a special educational discount to encourage the sale of products to bona fide educational institutions for training purposes. An additional 10% discount, above the normal discount, will be allowed on orders for educational, vocational or technical training institutions. A copy of the educational facility's purchase order must accompany the order to ABICOR BINZEL.

8. WARRANTY CLAIMS: Before returning items for warranty evaluation, a distributor or dealer customer must obtain a return number from ABICOR BINZEL Customer Service at 1-800-542-4867. This number must be clearly marked on the outside of the package. Return numbers are valid for 10 days.

All items returned under warranty will be examined and evaluated. Products covered by the WARRANTY TERMS will, at the discretion of ABICOR BINZEL, be repaired, replaced, and returned free of charge. Alternatively, a credit for the defective product may be issued, at the discretion of ABICOR BINZEL, according to the WARRANTY TERMS. This warranty shall not apply to goods that have been altered or repaired or that have been subject to misuse or used while any parts are loose, broken, or damaged or used with other than original Binzel® parts which may affect performance and safety.

Seller's liability under this warranty shall be limited at Seller's sole option to repair, replace or issue credit for the purchase price of the defective product. In either case, Seller shall have no liability under this warranty except for goods returned to Seller's factory, freight prepaid and with a valid return number clearly marked on the package and referenced in the shipping documents, within 90 days of purchase of goods.

9. REPAIR ORDERS PROCEDURE: ABICOR BINZEL offers a Flat Rate Repair Program for select items. To initiate repair service, please visit our website, binzel-abicor.com, and from the Service tab, create a repair case. A return number will be issued once the case has been created. The return number must be written on the outside of the packaging when shipped to ABICOR BINZEL. To determine which products qualify for the Flat Rate Repair Program, please contact Customer Service at 1-800-542-4867.

ABICOR BINZEL repair tag. ABICOR BINZEL repair tags and all other information related to repairs may be obtained by calling Customer Service at 1-800-542-4867. **NOTE: ABICOR BINZEL repair tags may not be used for warranty claims. Warranty claims must be returned under the Warranty Evaluation Procedure.**

THE WARRANTIES ABOVE ARE IN LIEU OF ALL WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, IN PARTICULAR, ABICOR BINZEL MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BINZEL SHALL HAVE NO LIABILITY TO BUYER FOR CONSEQUENTIAL DAMAGES OR BE LIABLE TO BUYER IN TORT FOR ANY NEGLIGENT MANUFACTURE OF THE GOODS OR FOR THE OMISSION OF ANY WARNING THEREFROM.

No employee, representative, agent or distributor except the President of ABICOR BINZEL has authority to modify this warranty in any way. Please refer to full warranty terms printed on the back of ABICOR BINZEL invoices.

ORIGINAL BINZEL® products are distributed throughout the world under the trademarks ®, ®, BINZEL®, ABICOR®,

BIKOX® AND TEAM BINZEL®. ABICOR BINZEL is the only authorized user in the USA of these marks, which are owned by Alexander Binzel GmbH & Co. KG.

10. UNITED STATES ANTI-BRIBERY / EXPORT CONTROL LAWS: Buyer shall comply with all applicable laws and regulations with respect to the business conducted or services performed with respect to the purchase or sale of Seller's products, including (without limitation) all applicable "Anti-bribery Laws," which prohibit the payment or transfer directly or indirectly of anything of value to governments, government officials, state-owned enterprises, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business or an improper business advantage. Buyer also will not participate in the purchase and re-sale of Seller's products or technology to any "prohibited person or entity" or to any person or entity in or for export to any country that is deemed to be a "prohibited country" under U.S. export control laws (currently including but not limited to Cuba, Iran, North Korea, Sudan, and Syria) or for use in nuclear, chemical, or biological weapons, or rocket or missile applications. Upon Seller's request, Buyer shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules, and regulations.

PLEASE NOTE: ANY items sent to ABICOR BINZEL WITHOUT an official ABICOR BINZEL return number clearly marked on the outside of the package will NOT BE ACCEPTED by the ABICOR BINZEL Receiving Department and will be returned to the sender unopened.

Please help us process your returned items efficiently by checking that packages are marked appropriately and are shipped as soon as possible after obtaining the return number.