



Advancing Cutting Edge Technology Since 1946

Ongoing process enhancement  
Highest quality steel available  
Extensive selection of sizes  
Innovation in product design  
Prompt on time delivery  
World class quality

## SIMMONS KNIFE & SAW TERMS AND CONDITIONS OF SALE

### PAYMENT TERMS

Net 30 Days

Upon credit approval, net payments are due 30 days from invoice date. SIMMONS KNIFE & SAW does not offer discounts for early payment of invoices. Interest on amounts past due more than thirty (30) days will accrue at the monthly rate of 1.5% unless prohibited by applicable state law, in which event, interest will accrue at the highest permitted legal rate.

If an invoice is not paid in full by its due date and later paid by credit card, a 2.5% charge will be added to the amount due. Orders will not be manufactured or shipped to accounts that have money owed beyond 60 days or for accounts that have reached their dollar limit.

### PRICE CHANGES

In general, prices are subject to change without notice. However, prices on purchase orders accepted by SIMMONS KNIFE & SAW are firm for sixty (60) days after acceptance by SIMMONS KNIFE & SAW.

### WELDED BLADE PRICE CALCULATIONS

Prices for bands a fraction over a foot in length are calculated as the next half foot and bands a fraction over the half foot in length are calculated as the next full foot.

### MINIMUM NET ORDER VALUE

The minimum net order value is \$50. Orders below this minimum will be promptly returned for increasing. An exception may be made for trial orders for evaluation or test purposes.

### MINIMUM LINE ITEM

Narrow Blades 2" and under:	Six (6) blades or \$20.00 set-up charge
Wide Blades Standard:	Three (3) blades or \$20.00 set-up charge
Tru-Trak®:	Three (3) blades or \$25.00 set-up charge
Ultra Tru-Trak®:	Three (3) blades or \$30.00 set-up charge

### FREIGHT TERMS

Terms are F.O.B. the SIMMONS KNIFE & SAW facility from which the goods are shipped. Title and Risk of Loss on goods pass to customer upon delivery to customer, or if shipped to customer by common carrier, upon delivery to carrier. All shipments will be made via routing of our choice. Requests for more costly transportation routing will result in such items being shipped freight collect or prepaid and charged on the invoice from the shipping location.

### TRANSPORTATION CHARGES

All products will be shipped freight collect or prepaid and charged on the invoice regardless of the order value.

### DROP SHIPMENT

A service charge of \$20.00 will be added to an order when a distributor requests that we drop ship product to their customer. Exceptions to this charge include emergency (Next Day Air) orders, replacement orders (due to quality or delivery issues) or approval from the Vice President/General Manager.

### CLAIMS

Claims for shortage, damage, or loss must be made in writing within 90 days of invoice date.

### NON-WARRANTY STOCK RETURNS

Standard stock items that are current and saleable may be returned, only after authorization and RGA # are obtained from SIMMONS KNIFE & SAW. Instructions regarding freight will be given with the RGA. The material must be returned to the location designated by SIMMONS KNIFE & SAW. All returns are subject to a 25% handling charge (value of the authorized returned material). Custom-made products, including welded-to-length band saw blades may not be included in stock returns.



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## SIMMONS KNIFE & SAW TERMS AND CONDITIONS OF SALE (cont'd)

### WARRANTY

SIMMONS KNIFE & SAW warrants to its customers that all non-capital goods manufactured by it are merchantable, fit for the purpose intended, and free from defects in material and workmanship. Any item claimed to be defective must be returned by SIMMONS KNIFE & SAW'S customer prepaid for inspection. Any items being returned must reference a Return Goods Authorization number issued by SIMMONS KNIFE & SAW. Items showing abusive use, use for purposes other than intended, or which have been altered in any manner will not be repaired or replaced except at the expense of SIMMONS KNIFE & SAW'S customer. If any such item is found to be defective by SIMMONS KNIFE & SAW, such items will be repaired, replaced or an adjustment made in the exercise of SIMMONS KNIFE & SAW'S sole discretion. Replacements or items repaired will be shipped freight prepaid. Additionally, SIMMONS KNIFE & SAW will not issue credit, accept returns or replace product that has been sold over 6 months prior to date of return. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY SAMPLE WARRANTY, AND ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

### LIMITATION OF LIABILITY

Seller's exclusive liability and the customer's exclusive remedy under this warranty shall be limited to (at seller's sole option) repair or replacement of F.O.B. at Seller's plant of any defective products, or refunding of the purchase price to the customer. In no event shall Seller or its suppliers be liable to the customer or any third party in contract, tort (including negligence), warranty or otherwise for any direct, indirect, incidental, consequential or special damages (including, without limitation, personal injuries or property damage) or lost profits arising from or related to this agreement, the breach hereof or the use or handling of any products manufactured or serviced by Seller. The customer acknowledges that Seller's prices for its products and services are based upon and are adequate and sufficient consideration for limiting Sellers' liability hereunder. Customer acknowledges that it has obtained insurance and has taken other measures to protect itself from the risk of loss.

### INDEMNIFICATION

The customer shall defend, indemnify and hold harmless Seller with respect to any claim, cause of action, obligation or liability, including, but not limited to, personal injury and property damage claims, arising out of or related in any manner to any breach of the terms and conditions hereof by the customer, any alteration or modification of Seller's products not approved in writing by Seller, any design, use, storage, installation or application of products sold or serviced by Seller by the customer or any of the customer's employees, agents, subcontractors, invitees, customers or others with access to such products, or as to any claim that Seller's manufacture or servicing of the products pursuant to designs supplied by the customer infringing any patents, trade secrets or other rights of third parties.

### FORCE MAJEURE

Seller shall not be liable for any delays or nonperformance resulting from force majeure, including, without limitation, strikes, labor disturbances, material shortages, nonperformance by subcontractors or suppliers, or other abnormal manufacturing conditions, delays or failures of carriers or communications, fire, flood, storms, accident, riot, war and invasion, governmental requisitions or priorities, acts of God, or other causes beyond Seller's reasonable control.

### CANCELLATION

Cancellation requests for other than stock material may require payment of a cancellation charge. This charge will include all material, services, and supplies provided to the point of cancellation request.

### NON-STOCK ITEMS QUANTITY VARIANCES

On special-make and non-standard items SIMMONS KNIFE & SAW may ship +/-15% of the total order quantity.

### MISCELLANEOUS

(a) No waiver of any of the terms and conditions herein shall be effective unless waived in writing in a specific instance by SIMMONS KNIFE & SAW. (b) In the event of conflict between the provisions hereof and the provisions on any general form of terms and conditions used by any Customer, these terms and conditions shall supersede and be controlling in all such instances, (c) Any dispute relating to any good purchased subject to these terms and conditions shall be resolved exclusively within the courts of the State of Illinois.