



## **TRUMPF, INC. TERMS AND CONDITIONS OF SALE FOR PARTS AND TOOLING & POWER TOOLS**

TRUMPF Inc. accepts orders for Parts and/or Tooling only on the terms and conditions of this Agreement. The words "TRUMPF" and "Seller" refer to TRUMPF Inc.; the words "you," "your" and "Customer" refer to the Buyer.

**1. PRICES.** All prices are in US dollars and are valid for 30 days from the date of quotation unless otherwise indicated in writing. The price of the Part or Tooling does not include service labor to install the Part or Tool.

All prices are subject to federal, state and local taxes. Any taxes not included in the invoice can be invoiced later and the Customer is responsible for paying them.

**2. SHIPMENTS.** All orders are CPT Destination Prepay & Add, or FCA Collect Incoterms 2020. TRUMPF will select the carrier of its choice to ship Parts or Tooling. The Customer is responsible for all freight charges, insurance premiums, duties and taxes.

**3. PAYMENT TERMS.** Net 30 days from the date of shipment. PAYMENT TERMS ARE SUBJECT TO TRUMPF'S APPROVAL OF BUYER'S CREDIT.

**4. LEAD TIMES/DELIVERY.** Lead times are calculated from the quote date on quotes and from the order date on orders. Lead times are estimates and can change as other orders are received. TRUMPF is not responsible for any delays that may arise or for any damages that result from delayed or cancelled shipments for any reason.

### **5. WARRANTY.**

**(A) Warranty:** TRUMPF warrants the Parts and Tooling it sells under these Terms and Conditions to be free of defects in materials and workmanship for 90 days. A Part or Tooling found to be defective within 90 days from delivery to the Customer will be repaired or replaced with new or refurbished Part or Tooling by TRUMPF at no charge to the Customer. This is the sole and exclusive remedy of the Customer under this Warranty. This Warranty does not apply to consumables.

**(B) Customer's Responsibilities Under The Warranty:** It is the Customer's responsibility to notify TRUMPF immediately if a Part or Tooling is found defective during the repair and replace period. The customer must request and obtain a return authorization (RA) before returning the Part or Tooling to TRUMPF. After the Customer receives the replacement Part or Tooling, the defective Part or Tooling must be returned to TRUMPF within 45 days. If no RA is obtained, or the Part or Tooling is not returned within the 45-day period, the Warranty will be voided, and the Customer will be charged for the replacement Part or Tooling at the current list price.

**(C) Resonator Returns:** Resonators require special handling. The de-installation and return shipment must be arranged by TRUMPF in order to maintain warranty coverage. The Customer has 45 days from de-installation to ship the warranted resonator, freight

paid, DAP (Incoterms 2020) Farmington Connecticut or as otherwise specified by TRUMPF. The shipping documentation must reference the RA number.

**(D)** Power Tools Warranty details:

[https://www.trumpf.com/filestorage/TRUMPF\\_Master/Products/Power\\_Tools/Brochures/TRUMPF-Garantie-Broschuere.pdf](https://www.trumpf.com/filestorage/TRUMPF_Master/Products/Power_Tools/Brochures/TRUMPF-Garantie-Broschuere.pdf)

**(E) DISCLAIMER OF OTHER WARRANTIES. THE WARRANTIES SET FORTH IN SECTION 5 ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXCLUDED.**

**6. CANCELLATION.** Order cancellations must be requested in writing by the Customer and are only possible if the Part or Tooling has not yet been shipped. Orders for special-order and/or non-stock Parts or Tooling cannot be cancelled.

## **7. RETURNS FOR CREDIT.**

**(A)** TRUMPF will accept returns of Parts and/or Tooling for credit if the Parts or Tooling are unused, in original packaging and in saleable condition. It is the Customer's responsibility to request and obtain a return authorization (RA) before returning any Parts or Tooling to TRUMPF. Any returns must be received less than 30 days from the invoice date and are subject to TRUMPF's acceptance. All authorized returns should be shipped, freight paid, DAP Farmington, Connecticut or as otherwise specified by TRUMPF.

**(B)** Special-order or discontinued Parts and/or Tooling cannot be returned for credit.

**(C)** No hazardous material can be returned to TRUMPF.

## **8. TITLE, RISK OF LOSS AND INSURANCE.**

**(A) Title and Risk of Loss:** Title (subject to any reserved security interest) and risk of loss are transferred to the Customer when TRUMPF gives the Part or Tooling to the carrier for shipment.

**(B) Insurance:** Parts or Tooling paid for in full prior to shipment will be shipped uninsured unless the Customer requests insurance upon placing the order. Parts or Tooling purchased on credit must be insured by the Customer for at least the purchase price against loss or damage by fire and other "extended coverage" hazards during transit and while at the Customer's facility until the Parts or Tooling are paid for in full. Losses covered by the insurance are to be paid in TRUMPF's name and will be applied to the unpaid balance.

## **9. WORKPLACE SAFETY AND INDEMNIFICATION.**

**(A) Workplace Safety:** The Customer is responsible for knowing, understanding and complying with the work and safety laws and regulations governing use of TRUMPF Products, Parts and/or Tooling, and TRUMPF does not assume responsibility or liability for your performance or compliance with those laws and regulations.

**(B) Indemnification:** The Customer assumes all risk of and shall indemnify and hold harmless to the fullest extent permitted by law, TRUMPF, and any of its board, officers, employees, parents, subsidiaries, affiliates or agents from and against any liability arising

from any misuse, abuse, modification or repair of the Products, Parts and/or Tooling by you, your employees or agents after delivery, including without limitation, any injury, disability or death of workers or employees. BUYER'S OBLIGATION HEREUNDER IS IN NO WAY LIMITED BY ANY PROTECTION AFFORDED IT UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

**10. LIMITATION OF LIABILITY. NEITHER PARTY'S LIABILITY ON ANY INDEMNIFICATION OR ANY CLAIM OF ANY KIND, UNDER ANY THEORY, AT LAW OR IN EQUITY, INCLUDING NEGLIGENCE OR STRICT LIABILITY, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR BREACH OF THE TERMS HEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, MODIFICATION, REPAIR, OPERATION OR USE OF ANY SERVICE, GOOD, TOOLING OR PART THEREOF SHALL IN ANY CASE EXCEED THE PRICE ALLOCABLE TO THE SERVICE, GOOD, TOOLING OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THE CONTRACT SALE OR ANY OTHER DUTY OF THAT PARTY WITH RESPECT TO THE GOODS OR SERVICES OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST SALES OR INJURY TO PERSONS OR PROPERTY EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.**

**11. FORCE MAJEURE.** Except with respect to payment obligations under this Agreement, neither Party shall be liable for or will be considered to be in breach of or default under this contract on account of any delay or failure to perform as a result of any causes or conditions that are beyond the Party's reasonable control and that the party is unable to overcome through the exercise of commercially reasonable diligence, including but not limited to pandemics, fire, explosion, flood, storm or other acts of God, disruptions in transportation networks, failures of carriers or utilities, war, embargo, strike, riot, or the intervention of any government authority. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and use commercially reasonable efforts to minimize the impact of the event.

**12. LIMITATION OF ACTIONS.** No action for breach of any term of this contract of sale or any other duty of Seller with respect to the Part or Tooling may be commenced more than one (1) year after Installation Completion.

**13. NOTICE OF CLAIMS.** The Customer is responsible for inspecting the Part or Tooling upon receipt and must notify TRUMPF in writing of any claims within 30 days of receiving the Part or Tooling. If notice is not given within the specified time period the Customer forfeits the right to the claim.

**14. NONPAYMENT OF PURCHASE PRICE: STORAGE AND COLLECTION COSTS.** If Customer shall not pay the full purchase price within 30 days from the invoice date, Customer will pay Seller thereafter an additional one and one-half percent (1-1/2%) per month on the unpaid balance of the purchase price until paid in full. Such charge shall be added to and become an additional part of the purchase price for the Parts and/or Tooling. Customer is responsible for costs of collection incurred by TRUMPF in collecting the

purchase price for the Parts and/or Tooling, including, without limitation, reasonable attorneys' fees and expenses incurred by TRUMPF.

**15. GOVERNING LAW.** The validity, interpretation and performance of this contract for sale shall be governed by the laws of the State of Connecticut. The United Nations Convention on Contracts for International Sale of Goods is expressly disclaimed by the Parties with respect to this Agreement and the transaction contemplated hereby.

**16. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.