



TERMS & WARRANTY STATEMENT

GENERAL TERMS AND CONDITIONS

Unless otherwise specified in the quotation or order confirmation or unless agreed in writing by a representative of Sawing Systems, Inc. ("SSI") the following terms and conditions shall apply to the quotation and to any order resulting from same:

PRICES:

- a.) Are F.O.B. Knoxville, Tennessee and are subject to change without notice at any time prior to the acceptance of your order.
- b.) Excludes sales, use, occupation, license, excise and other taxes in respect to manufacture, sale or delivery, all of which shall be paid by the Buyer, unless a proper exemption certificate is furnished.
- c.) Machine prices do not include tooling (blades) except as specifically listed.

DELIVERY DATE:

- a.) Is approximate only and a more specific date will be established upon our receipt and acceptance of your order.
- b.) All scheduled delivery dates are subject to delays caused by circumstances beyond our control such as civil insurrection, war, fire, strike, accidents, Acts of God, shortages of material, failure of suppliers or sub-contractors to meet scheduled deliveries or any priority system established by the United States Government or any of its agents.
- c.) Your receipt of the product or products quoted or ordered shall constitute a waiver of all claims for damages caused by any delay. SSI shall not be in any way liable for delays, loss of use or consequential damages of any kind.

TERMS OF PAYMENT (Unless stated otherwise on quote):

- a.) Cash: Under \$100,000: 50% down, balance before ship. Over \$100,000: 30% down, 30% after engineering, balance before ship. Final payment via cash, certified check, wire transfer or credit card.
- b.) Lease: Under \$100,000: 50% from lease company; balance due at delivery; Over \$100,000: 50% down, another 40% after engineering, and balance at delivery. 10% holdback on leases allowed by special exception until end of install if supervised by SSI.

WARRANTY:

- a.) Any product or part thereof manufactured by us is under warranty for a period of one year, which when owned by the original user under normal (up to 40 Hour Week) indoor operation proves defective in material or workmanship within one year from date of shipment by us as determined by an inspection authorized by us, will be replaced free of charge, F.O.B. our factory in Knoxville, TN provided that you promptly send us notice of this defect and establish that the product has been properly installed, maintained and operated within the limits of rated and normal usage. Items made by others carry the standard warranty of the manufacturer.
- b.) The customer shall normally install replacement parts. Field labor by SSI is not warranted. Machine adjustments at start-up and thereafter are part of normal maintenance and are not covered by warranty.
- c.) This warranty pertains to the replacement of defective parts only and we shall not be liable of other defects or shortcomings and no obligation with regard to suitability, capacity, performance or compliance with buyer's specifications is undertaken or is to be implied. Under no circumstances shall we have any liability whatever for loss of use or for any indirect or consequential damages.
- d.) When requesting a replacement part, please give SSI the Model and Serial Number of Machine being warranted. All replacement parts will be shipped via UPS GROUND. Premium shipping, e.g. UPS RED, FEDEX, will be billed to customer. Customer will be invoiced for replacement part and credit will be issued upon receipt of defective part with an RGA (return goods authorization) number requested from SSI. Customer is responsible for return shipping arrangements and costs.
- e.) Electric motors are warranted by the OEM. Call SSI for the nearest authorized repair shop and return motor to them, not SSI. Motor shop will repair or replace if failure is due to workmanship or materials.
- f.) Hydraulic devices are warranted for defects but not wear, unless OEM determines wear was due to a defect.
- g.) High speed (over 2000 RPM) or open or spindle bearings are not warranted unless installed by SSI.
- h.) Availability of replacement OEM (commercially available) components and particularly electrical and electronic components and SSI software for same are not guaranteed beyond one year. Customer must retain software and stock critical OEM spares.
- i.) Machines are shipped with demo-mode software programmed to expire 30+ days after shipment. Warranty and permanent software are not effective until after account balances are paid in full.

CANCELLATION:

If you request stoppage of work or cancellation of the order or any part, you agree to pay within 30 days that percentage of selling price equal to the percentage of completion as determined by SSI at the time written notice of cancellation is received.

INSTALLATION, SERVICE & MISCELLANEOUS:

Quoted prices do not include field servicing, installation or shipping, unless specifically stated. Should the Buyer request the service of a serviceman, such service will be rendered at a per diem rate per man, plus transportation and living expenses. The terms and conditions herein contained and any other terms and conditions stated in our quotation or specifications attached hereto shall constitute the complete agreement between us and shall supersede all prior oral or written statement of any kind whatsoever made by the parties or their representatives. No statement subsequent to the acceptance of this order purporting to modify the said terms and conditions shall be binding, unless consented to in writing by a duly authorized representative of SSI in a document making specific reference to this order. All orders are subject to final acceptance by SSI at its main office in Knoxville, Tennessee.

DISPUTES:

All disputes shall be settled in Knoxville, Tennessee under Tennessee law. Any damages sought by SSI will include legal costs.