



Effective June 4, 2018

Whitney Tool Company, Inc.

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Whitney Tool Terms and Conditions

Purchasing

Only written purchase orders (PO's) are accepted. PO's must be emailed or faxed. No phone or call-in orders will be accepted. Payment terms are NET 30 days pending credit approval.

Credit cards are accepted prior to credit approval or at your request, and will incur an additional 3% transaction fee. Alternatively, ACH payments may be made without any additional transaction fee. International wire transfer payments are subject to an additional \$45 processing fee.

Purchase orders submitted for same day shipment MUST be received by 2:00PM, Eastern Standard Time. Please call to confirm receipt if this is critical.

Minimum Orders

Whitney Tool does not have a minimum quantity or dollar value order requirement.

Blanket Purchasing

Whitney accepts blanket purchase orders (AKA 'hold for release' orders), to assist with inventory costs of high volume items. Blanket purchase orders must be a minimum of \$3,000 and fulfilled within 6 months. Blanket PO's are considered firm orders which may not be cancelled or altered once submitted. All remaining tools will be shipped at the end of the 6 month period.

Delivery Estimates and Lead Time of Special Orders

Quoted lead time to produce an item is based on the current workload at the time of quoting, and is only an estimate in good faith. Actual production time may vary from what was originally quoted for several reasons beyond our control,

including higher than anticipated order volume or material availability. We will always do our best to meet the originally quoted estimate, although it is not a guarantee. The only guaranteed lead times we offer are in concert with an additional expedite fee. Please contact us to see if your project qualifies.

Special Orders

Special tool pricing will be quoted as NET only beginning June 4, 2018. No further discount will be applied. Please note: The discounts shown on previously quoted items, which have not expired, will be honored until the expiration of the quote

Special tool orders will be considered complete when shipping $\pm 10\%$ of the ordered quantity. For orders of 2 to 10 pieces, the order will be complete at ± 1 piece. For exact quantities, please add 10% to the quoted price. **There are no returns or cancellations on special order items.**

Freight

FOB Bedford, IN 47421. Whitney ships UPS daily. We are happy to ship pre-pay & add, collect or third-party as required. A \$30 handling fee will apply to international shipments when Whitney is asked to arrange the export paperwork.

Guaranteed Test Orders

Whitney Tool offers Guaranteed Test tools, on a case by case basis. Please contact us to discuss requirements and to see if your project qualifies. In general, orders will ONLY be accepted for guaranteed test tools under the following conditions:

Test tool orders MUST be placed through an authorized industrial distributor or machine tool dealer. We support our distributor partners and sell exclusively through them. The order must show end-user contact information (name, address, phone and email address) and detailed information about the setup, material and operating parameters.

Orders will be billed as a normal order, with standard FOB point and payment terms (NET30). Credit will not be given for outbound freight. All Shipping charges are at the responsibility and expense of the authorized distributor.

Warning

WARNING - cutting tools and extensions may shatter or break! Safety glasses are required when using any product manufactured by Whitney Tool! Please see the applicable "Safety Data Sheets" for additional health and precautionary information.

Return Policy

Whitney Tool will accept items returned in new/un-used condition, up to 1 year after the original ship date. A 10% restocking fee (\$25.00 minimum) will apply to the original purchase price. Items will be inspected upon receipt, and an account credit issued within 30 days.

A Return Material Authorization (RMA) is required to return any item. The original purchase order number or packing slip/invoice number and reason for return are required.

The restocking fee will be waived if an off-setting order is placed at the time of the RMA request. The off-setting purchase order must be an equal or greater dollar amount than the items being returned, or the restocking fee may still apply.

Limited Warranty

No warranty is expressed or implied, except as follows:

Whitney Tool Company, Inc. (WTC) warrants to original equipment manufacturers, distributors and industrial and commercial users of its products that each new product manufactured or supplied by WTC shall be free from defects in material and workmanship for a period of one (1) year from the original purchase date.

WTC's sole obligation under this warranty is limited to repairing, replacing or issuing credit in the original purchase amount. A Return Material Authorization (RMA) is required to return any item; items received without an RMA will be discarded. Upon receipt, the item will be inspected by WTC. If a defect in material or workmanship is identified, the item will either be repaired, replaced or a credit issued at the discretion of WTC.

This warranty shall not apply to any product which has been subjected to misuse, improper operating conditions, or which has been either repaired or altered if such repair or alteration in the judgment of WTC would adversely affect performance of the product.

There is no warranty that extends beyond those described herein. WTC makes no representations of any other kind, express or implied, regarding products manufactured or distributed, of merchantability, fitness for a particular purpose, or any other matter. WTC shall have no liability or responsibility for incidental or consequential costs or losses incurred by the product purchaser or user. Agents of WTC have no authority to make representations of any sort beyond those contained herein.

Proposition 65 Warning

WARNING: "This product contains Cobalt, a chemical known to the State of California to cause cancer." For more information go to www.P65Warnings.ca.gov

Dodd-Frank Statement – Conflict Materials

It is the understanding of Whitney Tool Company, Inc. that our products do not contain any Conflict Materials as defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act at this time. In the event we are notified by someone from our supply base that this has changed, Whitney Tool Company, Inc. will notify our customer base of said change.