SCIENTIFIC CUTTING TOOLS, INC.

220 W. LOS ANGELES AVE. SIMI VALLEY, CA 93065 • WEB: WWW.SCT-USA.COM PHONE: (805)584-9495 • TOLL FREE: (800)383-2244 • FAX: (805)584-9629

REV5 2022 Page 1 of 2

TERMS AND CONDITIONS OF SALE WARRANTY AND RETURN POLICY

PRICES: Prices are generally not shown in our product literature and catalogs because of constantly changing market conditions. All shipments will be invoiced at the current prevailing net price. Prices are net, FOB shipping point and are SUBJECT TO CHANGE WITHOUT NOTICE. Orders are filled at prices in effect at the time of shipment unless specifically quoted otherwise in writing. All insurance, shipping charges, or COD charges, if applicable, shall be added to each invoice. Scientific Cutting Tools, Inc., shall add any existing or future federal, state, or local sales taxes that might apply. We reserve the right to apply sales taxes if your Tax Exemption Certificate is not on file in our office or is no longer valid.

OPEN ACCOUNTS: Scientific Cutting Tools, Inc., may extend credit at its sole discretion to customers with an established published credit rating. Customers may apply for an open account by requesting a credit application form from the Credit department and returning it for processing. All orders are COD or cash until credit is approved.

- a. TERMS: Normally terms of payment on open account are NET 30 days from the date of invoice, payable in United Sates currency only.
- b. BILLINGS: All goods shipped on open account are billed immediately. Customer is billed and agrees to pay directly from our invoice.
- c. PAST DUE ACCOUNTS: NET 30 day accounts are considered past due at the end of the month following the month of shipment. All past due accounts are subject to a 2½ percent per month service charge. Scientific Cutting Tools, Inc., reserves the right, at its sole discretion, to hold up any current and/or future shipments and require that these be paid on a COD and/or cash basis before delivery if a customer is found to be slow paying, taking unwarranted discounts, exceeds their established credit limit, or if customer's financial/operating status materially changes. All open account customers behind on payments over 30 days are considered slow paying.
- d. RETURNED CHECKS: All customers checks returned by our bank unpaid are subject to a \$125.00 charge for each occurrence.
- e. COLLECTION FEES: Customer agrees to reimburse any collection and/or attorney fees incurred by Scientific Cutting Tools, Inc., in trying to collect payment on any outstanding obligation owed Scientific Cutting Tools, Inc. by customer.

SHIPPING TERMS: All shipments are FOB Scientific Cutting Tools, Inc., Simi Valley, unless otherwise specified.

MINIMUM ORDER: \$50.00

COD ORDERS: All COD charges and shipping charges will be added to the invoice. Cancellation or rejecting COD orders after shipping will be subject to future orders being required to be prepaid before shipment.

TELEPHONE ORDERS: Telephone orders are accepted at the risk of the purchaser and shipments are made before receipt of confirmation are for the special convenience of the customer at the sole discretion of Scientific Cutting Tools, Inc.

CONFIRMATION PURCHASE ORDERS: Confirmation Purchase Orders should be plainly marked across the face with the word "CONFIRMATION" in large letters. Unless so marked, Confirmation Purchase Orders may be treated as originals and filled in duplicate. In such instances, Scientific Cutting Tools, Inc. will not be responsible for the expense of inconvenience involved.

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Page 2 of 2

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SPECIAL ORDERS: Orders of "make" items, items marked as "specials" or items not stocked by Scientific Cutting Tools, Inc. are considered special orders which are accepted only from open account customers with a confirming order or on prepaid basis. No COD's will be accepted. Special make items are subject to minimum order quantities and/or special handling charges with allowable over-run/under-run of 5%.

Shipment is made as quickly as deliveries are received from Scientific Cutting Tools, Inc. source. All special orders are non- cancelable and non-returnable.

SCHEDULED SHIPMENTS: All scheduled shipments must be confirmed with a written Purchase Order Acknowledgment including delivery information. Any changes must be agreed upon by both customer and Scientific Cutting Tools, Inc., and confirmed in writing. Confirmed scheduled shipments are non-cancelable and non- returnable.

RETURNED GOODS: Any discrepancies in shipments received by you must be reported to us immediately in writing. Such merchandise may not be returned to us and will not be accepted by us, unless and until we have been notified in writing of such nonconformity and have assigned a return authorization number. Any non-conforming merchandise returned much be accompanied by a copy of our invoice indicating our return authorization number. In no event may merchandise be returned to us that has been misused, abused, or mistreated whether by the carrier or otherwise, and we shall not accept the return of non-conforming merchandise is returned to us incomplete or in non-salable condition. Upon our authorized receipt of returned non-conforming merchandise as set forth in this paragraph, and subject to a reasonable handling and restocking charge, we shall credit your account for the full amount of the purchase price paid to us by you for such merchandise. Merchandise will not be accepted for return after 30 days from receipt of merchandise.

CANCELLATIONS: All cancellations of orders for standard stock items must be confirmed and authorized by Scientific Cutting Tools, Inc. in writing and are subject to a 20% or more cancellation charge. Restocking charges will be made on returned merchandise which was not confirmed. Special Orders of manufactured items are non-cancelable.

SHORTAGE OR ERROR: All claims for shortages or a shipment error must be made within 10 days after receipt of shipment. Shipper number, invoice number and stock number must be referenced. Our liability is limited to the material value on the invoice or to its replacement at Scientific Cutting Tools, Inc. sole discretion.

DAMAGED MERCHANDISE: Since the terms of sale are FOB shipping point, all claims for loss and damage are to be filed against the carrier by the customer/consignee. This does not apply to shipments via U.P.S. in which case you should write to Scientific Cutting Tools, Inc. for instructions on handling the claim. A return authorization must be issued by Scientific Cutting Tools, Inc. prior to returning damaged material.

ENGINEERING ASSISTANCE: Any selection or application suggestions made by Scientific Cutting Tools, Inc. personnel are only to assist the customer and in all cases determination of fitness for purpose or use is solely the customer's responsibility.

PRINTERS, STENOGRAPHIC, AND CLERICAL ERRORS: Scientific Cutting Tools, Inc. is not responsible for printer errors or any stenographic and clerical errors. All such errors are subject to correction only.