



ROEHR TOOL CORPORATION

399 River Road, Unit 3, Hudson, MA 01749

Toll Free: 877-563-1912

Tel: 978-562-4488

Fax: 978-562-3660

www.roehrtool.com

ORDERING INFORMATION:

PHONE ORDERS Hours: Monday- Friday 7:00 am -5:30 pm (Eastern Time)
North America: 1-877-563-1912 (toll-free)
International: 1-978-562-4488

FAX ORDERS 1-978-562-3660

E-MAIL ORDERS Information@roehrtool.com

MAILED ORDERS Orders may be processed via U.S. Mail addressed to:
Roehr Tool Corporation, Attn: Customer Service, 399 River Rd, Unit 3, Hudson, MA 01749 USA

ACCEPTANCE OF ORDER

Orders are deemed as accepted by Roehr Tool when both a Purchase Order and the first deposit (see "payment terms" below) are received.
Any design changes once manufacturing has begun must be submitted in writing. Customer is responsible for any additional expenses resulting from design changes.

DELIVERY:

QUOTED DELIVERY Delivery dates are quoted based upon receiving approved drawings in the timeframe as stated on the Quote response. Delays in receiving the approved drawings will jeopardize the actual delivery date.
All quoted ship dates are based upon the date the package is anticipated to be shipped from Roehr Tool.
Delivery is subject to delay caused by riot, strikes, lock outs, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays, fires, flood, acts of God, war, governmental law, regulation or order, and any other cause beyond Roehr's control.

SHIP METHOD

Parcel shipments will be routed via Roehr's carrier of choice by default.
Shipping and Handling is prepaid and invoiced with final payment.
An alternate carrier may be used at the customer's request if a valid account number is provided.
Package tracking is performed at no charge, though carrier is responsible for delays or damage.

PAYMENT:

PAYMENT TERMS U.S. and Canada: 1/3, 1/3, Net 30
(1/3 payment due with purchase order, 1/3 prior to shipment, and balance is Net 30)
Outside U.S. and Canada: 1/2, 1/2
(1/2 payment due with purchase order, balance prior to shipment)

PAYMENT METHODS Payment is only accepted in U.S. dollars in any form below:
Cash: Receipt will be issued at time of payment
Certified Funds: Money order or cashier's check
Company Check: The cancelled check shall serve as receipt
Wired Funds: International customers are required to make payment via wired funds.
Contact Roehr Tool for routing instructions

CANCELLATIONS If an order is cancelled after manufacturing has begun, customer is liable for that portion which was incurred.

NOTES: In case the Customer shall fail to make payments in accordance with Roehr's terms, or, if in the judgment of Roehr, the financial condition of the Customer at any time does not justify the continuance of production or shipment on the terms of payment specified, Roehr may require full or partial payment in advance or defer further shipments until payment is made.

Any reasonable costs incurred to collect past due accounts will be invoiced and due upon receipt. This includes legal expenses, collection fees, and NSF checks.

Roehr retains a purchase money security interest ("PMSI") in all Products and all proceeds there from to secure payment of the purchase price of the Products. The PMSI in each Product will terminate when such item has been paid for in full. Roehr and its agents are granted powers of attorney by Customer to sign and file any and all financing statements and renewals of such financing statements as may be necessary or proper to perfect any security interest granted in these Terms and Conditions.

WARRANTIES & RETURNS:

WARRANTIES

Standard products are warranted to the specifications listed in the catalog and will be accepted for full credit or replacement should any significant deviation exist and notice given within 30 days after delivery. Custom produced products are warranted and considered as approved by customer unless notice is given within 30 days after delivery. In the event specifications do not meet the approved design, Roehr Tool will make necessary corrective changes to bring product in conformance with the approved design. Customer assumes all responsibility and liability for loss or damages resulting from improper handling or use of the product.

CUSTOMER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE PRODUCTS FOR CUSTOMER'S USE OR RESALE, OR FOR INCORPORATING THEM INTO OBJECTS OR FOR APPLICATIONS WHICH CUSTOMER DESIGNS, ASSEMBLES, CONSTRUCTS OR MANUFACTURES. **EXCEPT FOR SUCH WARRANTY AS HEREIN STATED (AND EXCEPT FOR THE EXPRESS WARRANTY OF TITLE) ROEHR DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ROEHR BE LIABLE TO CUSTOMER OR THIRD PARTIES IN WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, FOR ANY DAMAGES, WHETHER INCIDENTAL OR CONSEQUENTIAL, WHICH ARE ALLEGED TO HAVE BEEN CAUSED BY ONE OR MORE OF THE PRODUCTS, BEYOND THE COST TO THE CUSTOMER OF THE SUBJECT PRODUCT OR PRODUCTS, THE EXCLUSIVE REMEDY FOR ANY CLAIM HAVING BEEN LIMITED TO REPAIR OR REPLACEMENT AS AFORESAID. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR TORT DAMAGES OF ANY KIND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

RETURNED GOODS

All returns must have prior approval and RMA number. Products returned without consent of Roehr will be held at the risk and expense of the Customer.

All items are subject to inspection before an issuance of a credit or replacement. All returns will be subject to a 10% restocking fee.

PATENT INFRINGEMENT:

Roehr Tool cannot guarantee custom products will be used by the customer in a manner which does not infringe upon patents for the use of, or articles produced by the product. Customer agrees to indemnify, defend and hold harmless Roehr at Customer's sole expense against any claims, actions, damages and costs (including but not being limited to attorneys' fees and costs) arising out of infringement of patents, copyrights, registered designs or other intellectual property rights of third parties related to the custom Products

OTHER:

These Terms and Conditions and performance hereunder shall be governed and construed in accordance with the laws of the State of Illinois. The parties agree to submit themselves to the jurisdiction of the Federal or State Courts sitting in Illinois and any and all proceedings relating to the subject matter hereof shall be maintained in the Federal or State Courts sitting in Illinois, which Court shall have exclusive jurisdiction for all such purposes.

Any action or suit against Roehr arising out of or relating to the Quote, Order Confirmation and/or these Terms and Conditions must be commenced within one (1) year after the cause of action has accrued. The parties hereto hereby waive and relinquish any right to a jury trial they may now or hereafter have in any dispute arising out of or relating to the Quote, Order Confirmation and/or these Terms and Conditions.

Upon Customer's breach of this or any other contract with Roehr, Roehr, in addition to all other remedies, and at its option, may:

- terminate this contract in its entirety or terminate with respect to past due shipments; and/or
- withhold from Customer any funds then or afterward owed to Customer in connection with this or any other contract between the parties, until Roehr damages have been determined, and Roehr may then apply from the funds so withheld a sufficient sum to reimburse Roehr for damages, but such withholding and reimbursement shall not excuse Customer from further performance of this or any other agreement with Roehr; and/or
- terminate any other contract between the parties or any parts thereof; and/or
- assert any other remedy provided by law or equity.