



DISTRIBUTOR TERMS AND CONDITIONS

1. ACCEPTANCE

Arbortech's acceptance of any order is expressly subject to Customer's assent to each and all of the terms and conditions set forth below. Any additional or different terms and conditions submitted by Customer shall be deemed objected to by ARBORTECH and shall be of no effect nor in any circumstances binding upon ARBORTECH unless accepted by ARBORTECH in writing. If Customer objects to any of the site terms and conditions said objections must be specifically brought to the attention of ARBORTECH by Customer by a written instrument separate from any purchase order or other printed form of Customer. Said objections shall be deemed proposals for different terms and conditions and may be accepted only by a writing executed by an authorized representative of Arbortech at its offices in Wooster, Ohio, U.S.A.

2. PAYMENT TERMS

Invoices shall be due and payable within **thirty (30) days** of the invoice date. **Please remit all payments to P.O. Box 5440-N Cleveland, OH. 44193.**

- **Late Charge** – 1.5% will be added to total amount due when invoices are not paid before 30 days. An additional 1.5% will be added for every 30 days after invoice is 30 days old. The amount due may be added to the invoice.

3. WAREHOUSE FEE

If an order is held at ARBORTECH for 30 days after notice is given that the order is complete, a warehouse fee of 2% will be charged. This fee will be calculated prior to any discounts given and will be charged for every 30 days or increment, thereof, in which the order is held at an ARBORTECH facility.

4. RETURNED GOODS

ARBORTECH will guarantee acceptance of returned goods if ARBORTECH shipped a defective or incorrect product. ARBORTECH will only accept returns accompanied by a Returned Goods Authorization (RGA) number. RGA numbers are issued by Arbortech's RGA Coordinator. The RGA number must be clearly marked on the outside of the packaging, and a copy of the RGA form must be included with the returned item. RGA numbers are valid for 30 days from date of issue – no credit will be issued after 30 days.

ARBORTECH will accept the return of standard "like new" products within 30 days of invoicing with prior approval and authorization. A 25% restocking charge will be applied to all returned items. RGA numbers can be requested from ARBORTECH's RGA Coordinator by contacting Sales (or Parts) for assistance. The RGA number must be clearly marked on the outside of the packaging, and a copy of the RGA form must be included with the returned item. RGA numbers are valid for 30 days from date of issue – no credit will be issued after 30 days. Freight is the responsibility of the distributor. Credit amount will be determined based on ARBORTECH's inspection of returned items. ARBORTECH will not accept returns of special, obsolete, or damaged items.

5. HANDLING AND EXPEDITING FEES

A handling fee for orders less than \$100 will be applied as follows (See below). Handling fees are exclusive of any applicable freight charges. An expediting fee may still apply.

- A handling fee of \$4.95 will be added to all orders with a value of \$49.99 or less...
- A handling fee of \$9.95 will be added to all orders with a value between \$50.00 and \$99.99...

An expediting fee of \$9.95 will be added to any parts orders for which the customer requests and receives same day shipping. A handling fee may still apply. Freight will be added.

6. SHIPMENT TERMS

Delivery of the equipment and material shall be made F.O.B. ARBORTECH's Facility, and title and risk of loss of the equipment and material shall pass to Customer (Distributor) at F.O.B. ARBORTECH's Facility unless otherwise expressly indicated in a writing signed by ARBORTECH. Unless Customer specifies in writing the desired method of transportation (air express, motor freight, etc.), at time of order, ARBORTECH will use its judgment in selecting the carrier and route. Delivery schedules are estimated, and ARBORTECH assumes no responsibility for delays. If Customer delays delivery of any items, Seller may invoice Customer for said items, and hold them at Customer's risk and expense pending instructions from Customer. Warehousing fees described in paragraph 3. will apply.



Wooster
3201 West Old Lincoln Way
Wooster, OH 44691
1-800-392-7251
Fax: 1-330-264-3319

Durant
92 Waldon Drive
Durant, OK 74701
1-580-924-5575
Fax: 1-580-924-6282

7. SHIPMENT TERMS AND DAMAGE DURING SHIPMENT

At the point the shipment leaves the ARBORTECH facility the freight carrier takes responsibility for the shipment. Product damage occurring during shipment therefore is the responsibility of the carrier. Customers are still required to pay all freight charges billed on their ARBORTECH invoice. The Customer is responsible for filing the damaged freight claim with the freight company. ARBORTECH will assist by furnishing any available shipping documents, forms, etc. as necessary, however the claim must be filed by the consignee.

8. WARRANTY

The Warranty described herein is subject to the Terms and Conditions in ARBORTECH's General Warranty; SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. All warranty work must be pre-approved by Arbortech's Warranty Coordinator. Arbortech's will not warrant any ARBORTECH product sold by a non-ARBORTECH distributor. ARBORTECH will not warrant any ARBORTECH product that is installed on the wrong chassis based on supplied chassis application charts.

9. ORDER CHANGES

Any request to change an existing order must be made in writing and must be approved by ARBORTECH Management. An order for standard product may be changed up to four weeks prior to the scheduled completion date printed on the order acknowledgement. Requests for changes to Special/Engineered product will be treated as a cancellation and subject to the requirements of paragraph 10 b. Order change requests will be evaluated on a case-by-case basis with applicable charges billed to the Customer for parts and components being either scrapped, reworked, and/or for new parts being manufactured.

10. ORDER CANCELLATION and CANCELLATION CHARGES

Order may not be cancelled by Customer without the prior written consent of ARBORTECH. Order cancellation requests must be in writing with a stated reason for the cancellation.

a. Standard Production Items:

- If Buyer cancels an order, after written consent from ARBORTECH, and ARBORTECH has already begun or completed production of the order then Buyer is responsible to pay 25% of quoted price as a cancellation fee.

b. Special/Engineering Required

- Cancel after engineering started ARBORTECH will invoice for actual costs incurred by engineering and manufacturing.
- Approval drawing not returned If an engineering approval drawing is not returned to ARBORTECH within 6 months, the order is canceled, ARBORTECH will invoice for actual cost incurred by engineering.

11. QUOTATIONS

Quotation pricing is valid for 30 days from date of quote unless otherwise specified at time of quote.

12. ASSIGNMENT

No rights or obligations arising under any contract between ARBORTECH and Buyer may be assigned or transferred by Buyer without prior written consent of ARBORTECH.



Distributor Price List
Effective: January 1, 2019

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Wooster, OH 44691
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13. WAIVER

The failure or delay by ARBORTECH in exercising any right, power, or privilege hereunder shall not operate as a waiver thereof, preclude any other or further exercise thereof, nor preclude the exercise of any right, power, or privilege hereunder.

14. Limitation of Liability

Notwithstanding anything to the contrary herein or in any other understanding or agreement between ARBORTECH and Customer, under no circumstances shall Seller be liable for any incidental, consequential, punitive, speculative or indirect losses or damages whatsoever arising out of or in any way related to any of the equipment sold, or services rendered, or any agreement for equipment to be sold or services to be performed by ARBORTECH.

15. GOVERNING LAW

The rights and obligations of Arbortech and Customer with respect to any contract between Arbortech and Customer shall be governed by the laws of the State of Ohio.

16. ENTIRE AGREEMENT

These terms and conditions, ARBORTECH's General Terms and Conditions, ARBORTECH's Standard Warranty and any invoice provided to Buyer by ARBORTECH, constitute the entire understanding between the parties with respect to the subject matter herein and may only be modified in a writing signed by a representative of each party.