

TERMS AND CONDITIONS

Quotations

All sales by Tormach Inc. ("Tormach") are made subject to the following terms and conditions. Tormach expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. Tormach's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions. All orders by Buyer are accepted only upon issuance of Tormach's sales order acknowledgment. Stenographic, software and clerical errors are subject to correction. All Tormach quotes are valid 30 days from the original date.

Delivery & Shipments

Delivery dates are approximate. Tormach shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Buyer; strikes or other labor disturbances; Tormach's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; delays in transportation; repairs to equipment; fires; or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.

To provide FREE Shipping in the contiguous U.S., all items that ship freight (on pallets) must ship together. If you add items to your cart that normally ship freight (such as rotary tables, and ATCs), and any one of those items is on backorder, we hold the rest of your order until those freight items are back in stock. If you want to ship part of your order, you can do that for an additional cost. Please email us at orders@tormach.com and we'll provide a quote for the shipping cost.

All deliveries are F.O.B. Tormach's shipping facility, via UPS, FedEx, DHL, USPS and/or freight prepaid. If shipped freight prepaid, the charge for freight will be added to the invoice. Neither freight charges nor tax are subject to any discount. Risk of loss or damage in transit shall be borne by Buyer, and claims shall be made directly with the carrier. At the time of purchase, Buyer may arrange to pick up goods at Tormach's shipping facility. In this case, Buyer agrees to schedule and pick up goods within 10 days after the date Buyer is notified of the availability of goods. If Buyer fails to pick up goods within 10 days after notification of availability, Tormach reserves the right to cancel the order and refund the purchase price, less a restocking fee.

Receipt of Goods

Do not sign the delivery receipt until: 1) The freight has been landed (to the ground), and 2) The crate(s) have been carefully inspected for damage.

Inspect the crate(s) thoroughly – walk around each piece. Note any damage to the crate(s) on the delivery receipt before signing it. Give as much detail as possible. If the extent of the damage is unknown, note damage as much as possible and also note: "subject to further inspection". Note any shortages: If the delivery receipt calls for 2 pieces and only one is received, note "Short 1 piece" on the delivery receipt. Advise Tormach if the shipment has been damaged or if there is a shortage. Taking pictures of the crate or packaging is also helpful if there is damage.

It is Buyer's responsibility to refuse a shipment if there is extensive damage to shipping crates or packaging or if they are unsafe to move. The carrier will then bring the shipment back to their terminal and contact Tormach for disposition. When refusing a shipment it is preferable to not sign for delivery. If the carrier insists on a signature, write "shipment damaged and refused" on the delivery receipt and then sign.

Taxes

All tax, custom duties and any other fees imposed by federal, state, county or municipal authority upon seller's transfer and delivery of merchandise hereunder shall be paid by Buyer.

Default in Payment

All orders and shipments are subject to approval. Tormach may at any time refuse to make shipment or delivery if Buyer fails to fulfill the terms and conditions of payment. In the event Buyer fails to make payment on any contract between Buyer or any of its affiliates and Tormach in accordance with the terms of such contract, Tormach may, at its option and in addition to all other remedies available to it: (a) defer shipments hereunder until such payment is made and satisfactory credit arrangements are established; or (b) cancel the unshipped balance of any order. At Tormach's option, interest will be charged after the due date up to the maximum lawful contract interest rate.

*All package prices subject to change without notice.

©2020 Tormach®. Specifications subject to change without notice.
tormach.com | Terms and Conditions (0520A)



TERMS AND CONDITIONS

Claims

In all claims for shortages, buyer must notify Tormach within 15 days of receipt of shipment. Charges for repair or inspection of parts by buyer, without prior authorization, cannot be honored. Claims will not be honored on those parts further processed by buyer resulting in change of dimensions or characteristics from parts ordered.

No claim for damages for goods that do not conform to specifications will be allowed unless Tormach is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Goods for which damages are claimed shall not be returned, repaired, or discarded without Tormach's written consent. BUYER'S EXCLUSIVE REMEDY AGAINST TORMACH, AND TORMACH'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO TORMACH'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT TORMACH'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL TORMACH HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD HEREUNDER, NOR SHALL TORMACH HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Limited Liability

Tormach's liability shall be limited to the amount of any purchase. In no event will Tormach be liable for consequential or special damages arising from any defect or use of products or services. Tormach is not liable to Buyer, or any customer of buyer, for loss of profits, lost data, lost products, loss of revenue, loss of use, cost of down time, business good will, or any other incidental or consequential damage, whether in an action in contract or tort, arising out of or related to the machine or components, or other products or services provided by Tormach, or the failure of parts or products made using Tormach machines or products, even if Tormach has been advised of the possibility of such damages.

Tormach assumes no responsibility with respect to the use of products or services by Buyer, and Tormach shall not incur any liability to Buyer for any failure in design, production, operation, performance or otherwise of the products or services, other than repair or replacement of same as set forth in Tormach's Limited Warranty, if applicable.

Tormach is not responsible for any damage to parts, machines, business premises or other property of Buyer, or for any other incidental or consequential damages that may be caused by a malfunction of products or services.

Buyer has accepted these restrictions on its right to recover incidental or consequential damages as part of its bargain with Seller. Buyer realizes and acknowledges that the price of products and services would be higher if Tormach were required to be responsible for incidental or consequential damages, or punitive damages.

Seller's Acceptance

Acceptance of any order is limited by these terms and conditions. No modification will be effective and no additional or different terms will become a part of the contract unless specifically agreed to in writing by Tormach's and the Buyer's authorized representatives.

Prices

Tormach's prices will not be higher than stated on the invoice hereof unless otherwise agreed to in writing by Tormach and an authorized employee of the Buyer. The price quoted herein includes an allowance for taxes and fees levied by government authorities. Stenographic, software and clerical errors are subject to correction.

Verification & Inspection

If any goods arrive at Buyer's destination in a damaged condition or a shortage occurs, Buyer shall immediately report the damage or shortage in writing to the delivering carrier and to Tormach. Any loss or shortage of goods occasioned by damage, or otherwise occurring in transit, will be the Buyer's responsibility. Tormach may elect to assist Buyer in recovering damages, provided Buyer furnishes Tormach written authorization to recover damages from Buyer's carrier.

*All package prices subject to change without notice.

©2020 Tormach®. Specifications subject to change without notice.
tormach.com | Terms and Conditions (0520A)



TERMS AND CONDITIONS

Technical Assistance

Unless otherwise expressly agreed to in writing by Tormach: (a) any product support provided by Tormach with respect to the use of goods furnished to Buyer shall be without charge at the sole discretion of Tormach; (b) Tormach assumes no obligation or liability for any such advice or for any results occurring as a result of the application of such advice, beyond the terms specified in the product warranty; and (c) Buyer shall have sole responsibility for selection and specification of the goods appropriate for the anticipated end use and for ensuring that all activities are carried out in a safe manner.

Because we do not know the details of Buyer's workshop or other local conditions, Tormach cannot accept responsibility for the performance of any of our products or any damage or injury caused by use. It is Buyer's responsibility to understand the implications and risks involved to using and modifying Tormach products. Buyer must comply with any legislation and codes of practice applicable to Buyer's country and/or state.

Tormach offers technical support for every product we design when it is used as intended. Primary support is provided by the product manual and through supplemental information available on the Tormach web site (www.tormach.com). If you have additional questions that are not answered by these documents, or if the documents are not clear to you, then we will do everything we can to answer your questions through email or telephone. This support is subject to our standard terms and conditions. All other support is subject to consulting fees.

Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration in Madison, Wisconsin, USA and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Choice of Law

This agreement shall be governed by the laws of the state of Wisconsin and of the United States. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state of Wisconsin and applicable federal courts for any litigation which may arise out of or be related to this agreement.

Buyer waives any objection based on forum non conveniens or any objection to venue of any such action.

Waiver

Tormach reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by a duly authorized officer of Tormach. All rights and remedies granted herein are in addition to all remedies available at law or in equity. Waiver of any terms of this agreement shall not affect the policy rights and obligations under the remainder of this agreement.

*All package prices subject to change without notice.

©2020 Tormach®. Specifications subject to change without notice.
tormach.com | Terms and Conditions (0520A)

