



Scientific Cutting Tools

Terms & Conditions (2009)

Printers, Stenographic, and Clerical Errors:

Scientific Cutting Tools, Inc. is not responsible for printers' errors or any stenographic and clerical errors. All such errors are subject to correction.

Engineering Assistance:

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

Scheduled Shipments:

All scheduled shipments must be confirmed with a written purchase order including delivery information. Any changes must be agreed upon by both customer/distributor and Scientific Cutting Tools, Inc., and confirmed in writing. Confirmed scheduled shipments are non-cancelable and non-returnable.

Cancellations:

All cancellations or 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. Specially 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. discretion.

Damaged Merchandise:

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

Open Accounts:

Scientific Cutting Tools, Inc., may extend credit to customer/distributors/distributors with a good published rating. Firms 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 States currency only.

b. Billings:

All goods shipped on open account are billed immediately. Customer/distributor is billed and agrees to pay directly from our invoice.

c. Past Due Accounts:

Net accounts are considered past due at the end of the month following the month of shipment. All past due accounts are subject to a 1½ percent per month service charge. Scientific Cutting Tools, Inc., reserves the right 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/distributor is found to be slow paying, taking unwarranted discounts, exceeds their established credit limit, or if customer/distributor's financial/operating status materially changes. All open account customer/distributors/distributors behind on payments over 30 days are considered slow paying.

d. Returned Checks:

All customer/distributors/distributors checks returned by our bank unpaid are subject to a \$25.00 charge for each occurrence.

e. Collection Fees:

Customer/distributor 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/distributor.

Shipping Terms:

All shipments are FOB Scientific Cutting Tools, Inc., Simi Valley, CA. Unless otherwise specified.

Minimum Order:

\$25.00

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/distributor.

Confirmation Purchase Orders:

Confirmation purchase orders should be plainly marked across the face with the word "CONFIRMATION" in large letters. Unless they are so marked, confirmation orders may be treated as originals and filled in duplicate. In such instances, we will not be responsible for the expense or inconvenience involved.

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/distributors/distributors with confirming order or on prepaid basis. No COD's 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 our source. All special orders 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 must 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 if such merchandise is returned to us incomplete or in non-saleable condition. Upon our 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.