

WARRANTY

Detroit Edge Tool Company (Seller) warrants that products or services furnished will be free from defects in materials and workmanship provided proper and normal use and maintenance procedures are exercised.

Any claim against this warranty must be made in writing to Seller no later than 90 days after date of shipment by Seller at its main office located at 6570 E. Nevada, Detroit, MI 48234. No returned merchandise accepted without our permission. Invoice date and number are required covering returned merchandise. Material found to be defective when in the hands of the original purchaser will be repaired or replaced or credit will be allowed for the amount of the original purchase price upon return of the product to the Seller, with written permission of the Seller. Seller will assume no additional liabilities. Under no conditions shall the Seller be liable for labor, incidental or consequential damages of any kind.

THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PRICES AND DELIVERIES

Material will be invoiced at prices prevailing at time of shipment; and every effort will be made to effect shipment in a reasonable time.

Shipping dates are estimated in good faith; but are not guaranteed. Delivery shall be F.O.B. point of shipment. Shipment date is the date of scheduled shipment from Seller's plant. Upon delivery to you, the shipment should be carefully checked for number of packages and either apparent or concealed damage. In case of any discrepancy, notify the carrier immediately. Our responsibility ceases when the shipment is delivered to the carrier in good order. Nevertheless, we will, upon request, promptly cooperate in the filing of any claims.

Seller shall not be liable for delay in delivery or failure to manufacture due to causes beyond its reasonable control including but not limited to strikes, fires, floods, and inability to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

QUANTITIES

All manufacturing orders are based on customer accepting overruns or underruns not exceeding 10% of quantity ordered, unless otherwise specified.

PAYMENT

All invoices are due and payable in net amount within (30) days after date of invoice unless otherwise specified.

TAXES

Seller's price does not include Sales, Use, and Excise, or similar taxes. The amount of any present or future applicable Sales, Use, Excise or other similar tax shall be paid by Buyer, or in Lieu thereof, Buyer shall furnish Seller with a tax exemption certificate acceptable to the appropriate taxing authority.

If this transaction is taxable under the applicable Sales and or Use tax of any city or state, you are advised to report and pay the applicable taxes directly to the proper government.

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

CANCELLATION

Buyer may cancel his Purchase Order only upon written notice and payment to Seller of reasonable and proper cancellation charges.

GOVERNING LAW

This contract shall be governed by and shall be construed in accordance with the laws of the State of Michigan.