

DISTRIBUTOR TERMS & CONDITIONS

CONDITION OF SALE

Unless otherwise stated in writing by an authorized representative of Cementex Products, Inc. (hereafter "Seller"), all transactions between the Buyer and Seller are expressly subject to these terms and conditions. The Seller will not be bound by any terms proposed by Buyer, whether in purchase orders or otherwise, which are different from the terms and conditions set forth herein. Terms and conditions are subject to change without notice and become effective immediately.

MAP (MINIMUM ADVERTISED PRICE) POLICY

This MAP policy applies to all resellers of Cementex brand products and products sold by Cementex who are selling online, in physical retail store outlets, or in professional offices to end consumers of the product. A confirmation, written or verbal, by reseller of their acceptance. Specifics are in the MAP Pricing Information tab.

Policy Violations

In the event of any violation of this policy by a reseller, Cementex may choose to cease supplying the Cementex brand products to that reseller and/or its distributors without written notice. Further, a violation of the policy will result in nullification of any promotional support agreements between Cementex and the violating reseller.

EXPEDITING FEES

This fee will be applied to any order that is being rushed for either same day shipping or for any date faster than what has been quoted for as the Expected Ship By date. Our expedite fee will be a floating rate fee as some requests are more extreme than others. On average, they will range from \$25-\$100 depending upon the circumstances. Rushing an order is a premium service and the fee will not be waived for UPS or FedEx priority shipping.

TRANSPORTATION POLICY

F.O.B. Burlington, NJ according to applicable distributor program; freight will be prepaid using a Cementex selected transporter within the Continental U.S. boundaries. *Freight allowance exceptions include, but are not limited to : hot sticks over 8', rescue hooks and switchboard matting.*

PRICE CHANGES

Seller reserves the right to change list price (thereby affecting any discounted prices) on any item or series of items as necessary if there are market changes or raw material changes that cannot be absorbed. This is done infrequently but may happen. Also, pricing could be subject to change based any pricing errors found compiled in the file.

ACCEPTANCE

Buyer shall notify Seller of any error, defect or shortage of any items received by Buyer, in writing, within 30 calendar days of invoice date. Failure to provide Seller with written notice within the prescribed time frame obligates Buyer to have waived such errors, defects and shortages and to have accepted Buyer's items as delivered.

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SPECIFICATIONS

Cementex Products, Inc. double-insulated tools comply with the IEC 900 and ASTM F1505 standards and help you meet requirements of OSHA Safety Related Work Practices, NFPA 70E Standard and CSA-Z462. The tools are tested to 10,000 Volts AC and rated for 1000 VAC / 1500 VDC when working on live parts. Tools are made in the U.S.A. and where applicable are marked with the International safety symbol.

CUSTOM OR SPECIAL ORDER ITEMS

Orders for these items will be accepted on a non-cancelable, non-returnable basis.

DELIVERY ACKNOWLEDGEMENTS

Delivery dates as set forth on order acknowledgements are approximate; however, every effort is taken to ship on or before the date provided.

CEMENTEX LIMITED LIFETIME WARRANTY

Our commitment to quality enables us to offer an unparalleled warranty. The Cementex Limited Lifetime Warranty guarantees the mechanical parts of the tools for life, provided they are used for the purpose for which they are intended. Insulation is guaranteed to be free from defects in material and workmanship for a period of two (2) years from the date of the shipment. Insulation is guaranteed to pass a 10,000 VAC proof test in accordance with applicable U.S. and International Standards and rated for application to 1000 VAC / 1500 VDC.

Prior to each use each insulated tool is to be inspected for cuts, cracks, or other damage. If the yellow insulation becomes visible through the orange outer layer, the tool is not repairable and must be removed from service immediately. Insulated tools are to be used as secondary protection and are not meant to be used in place of other personal protective equipment. Cuts, cracks, or other damage to the tool insulation caused by usage of the tool is not covered under warranty.

Torque Wrench repairs are covered by warranty so long as the torque wrench is within its annual calibration timeframe.

Defective products will be repaired/replaced at the discretion of Cementex Products, Inc.

RETURNING GOODS

Authorization for return of products must be obtained in writing from Cementex at:

https://www.cementexusa.com/wp-content/uploads/2021/05/Cementex_RMARequestForm.pdf

Restocking fees apply without offsetting order

Authorized distributors:

25% restocking fee for all returned items; waived with 200% offsetting order

Master distributors:

20% restocking fee for all returned items, waived with 100% offsetting order

All material returned for credit must be in good saleable condition.

Custom products and specialty items may not be returned for credit.

Products may not be returned more than 12 months after original sale.

Goods authorized for returns must be returned to Cementex within 30 days of authorization date

All Cementex credit determinations are final. Debit memos and short pays will not be accepted without copy/reference of the final credit determination. Cementex credit memos are valid for six months from date of issue.