

K2 DIAMOND – Commercial Information

Terms and Conditions of Sale

Prices:

- ◆ All Prices shown are in US dollars.
- ◆ Prices are subject to change without advance notice.

Taxes:

- ◆ All sales are subject to applicable taxes, based on the ship-to address, unless the purchaser has supplied K2 DIAMOND with a current resale tax exemption for each destination.

Minimum Order:

- ◆ \$25 Net minimum order amount (excluding freight and taxes)

Payment Terms:

- ◆ Standard Terms for pre-approved accounts: Net 30 Days

Freight Policy:

Diamond Tools (With a minimum order of \$400)

- ◆ Diamond tool shipments within the 48 contiguous states are F.O.B. Destination via K2 DIAMOND'S choice of surface carrier. Shipments for past due accounts are FOB Torrance, California. Oversize shipments may be subject to freight charges. (Diamond bits 14" & Larger and diamond blades 42" & Larger)
- ◆ All orders totaling less than \$400 are subject to freight charges and will be shipped FOB Torrance, California.

Non-Diamond Tools:

- ◆ All non-diamond tool shipments are F.O.B. Torrance, California or other designated shipping locations. Prepaid freight and handling charges will be added to the invoice.

Freight Claims:

- ◆ K2 DIAMOND utilizes heavy-duty packaging designed to protect its products under normal shipping conditions. If, despite our precautions, product is received in damaged condition, the consignee should immediately upon receipt, file a claim with the delivering freight carrier. If further assistance is required, contact K2 DIAMOND'S Customer Service department.

Product Changes:

- ◆ K2 DIAMOND reserves the right to modify product or component specifications without notice.

Returned Goods Policy

Pre-Authorization

- ◆ To expedite the return and/or repair of products, a pre authorization and assignment of a Returned Goods Memo (RGM's) number will insure the proper handling of your request.
RGM numbers can be obtained by calling the K2 DIAMOND Customer Service Department @ (800) 539-6116. All RGM numbers must be clearly marked on the outside of the returned package and referenced on any correspondence.

Freight:

- ◆ All RGM shipments must be returned freight prepaid in appropriate packaging. The customer will be responsible for repair charges resulting from improper packaging.
- ◆ Collect shipments will not be accepted without prior authorization.

Restocking Charges:

Standard Products:

- ◆ Standard products, new and unused and less than 6 months old from ship date, can be returned and are subject to a 15% restocking fee.
- ◆ Standard products older than 6 months from ship date are subject to a 25% restocking fee.
- ◆ Standard products returned, which require reconditioning to permit its resale, are subject to a 15% processing fee in addition to any restocking charge.

Custom or Non-Standard Products:

- ◆ Custom or non-standard products are non-returnable.
- ◆ Custom or non-standard products are identified as non-catalog products or sizes manufactured at the specific request of the customer. Modification to standard catalog specifications or sizes, initiated by K2 DIAMOND, in an effort to improve performance are not considered custom or non-standard product and will be subject to the standard product policy.

Warranty Policy

Warranty:

Diamond tools manufactured by K2 DIAMOND are warranted to be free from manufacturing defects in material and workmanship if operated properly, without abuse or negligence in normal service applications. Product returned to K2 DIAMOND for warranty consideration must reference an RGM. If deemed to be covered under warranty, K2 DIAMOND will repair or replace diamond tools that have had less than .050" segment wear.

- ◆ All warranty claims, whether for diamond tools or non-diamond tools will be determined after inspection at K2 DIAMOND'S Torrance, California factory or other designated facility:
- ◆ A Returned Goods Memo is required for all warranty claims. Contact K2 DIAMOND Customer Service Department at (800) 539-6116 for a RGM.

Limitations to Warranty:

- ◆ Under NO circumstance shall K2 DIAMOND be liable for consequential damages or incidental expenses arising from the failure of any K2 DIAMOND product.
- ◆ The customer must prepay the freight and absorb any labor expense required to return or replace a product submitted to K2 DIAMOND FOR WARRANTY CONSIDERATION. K2 DIAMOND will pay return shipping expenses for repaired or replacements products approved under warranty.
- ◆ Any K2 DIAMOND product improperly operated, modified or used in applications other than normal applications for such a product, shall be excluded from consideration under this limited warranty.
- ◆ No other implied or expressed warranty by K2 DIAMOND, it's employees, authorized K2 DIAMOND distributor or it's representative will be deemed valid.
- ◆ K2 DIAMOND'S liability is limited solely to the warranty as herein described.

