

# TRUMPF Inc. Spare Parts Terms and Conditions

TRUMPF Inc. accepts orders for Parts only on the terms and conditions below. The words "TRUMPF" and "Seller" refer to TRUMPF Inc.; the words "you," "your" and "Customer" refer to the buyer.

## **1. Price:**

All prices are in US dollars and are valid for 30 days from the date of quotation unless otherwise indicated in writing. The price of the Part does not include service labor to install the Part.

All prices are subject to federal, state and local taxes. Any taxes not included in the invoice can be invoiced later and the Customer is responsible for paying them.

## **2. Shipments:**

All orders are Exworks (Incoterm 2010) from the TRUMPF warehouse.

TRUMPF will select the carrier of its choice to ship Parts. The Customer is responsible for all freight charges, insurance premiums, duties and taxes.

**3. Payment Terms:** Net 30 days from the date of shipment.

## **4. Lead Times/Delivery:**

Lead times are calculated from the quote date on quotes and from the order date on orders.

Lead times are estimates and can change as other orders are received. TRUMPF is not responsible for any delays that may arise or for any damages that result from delayed or cancelled shipments for any reason.

## **5. Credit Approval; Customer Responsibility for Payment:**

All orders are subject to approval by TRUMPF's Credit Department. TRUMPF reserves a security interest in the Parts (and their proceeds) until the Parts have been paid for in full. If requested by TRUMPF, you will need to sign and return any UCC financing statements before the Part can be shipped.

It is the Customer's responsibility to make payments on time as agreed. If payment is not received as scheduled, you will be billed an additional one and one-half percent (1½%) per month on the unpaid balance until the complete amount has been paid. These charges will be added to and become Part of the purchase price. The Customer is also responsible for

any costs incurred by TRUMPF in collecting the purchase price or enforcing its security interest, including without limitations, reasonable attorneys' fees and expenses.

## **6. Warranties:**

### **a. The TRUMPF Warranty**

TRUMPF warrants the Parts it sells under these Terms and Conditions to be free of defects in materials and workmanship for 90 days. A Part found to be defective within 90 days from delivery to the Customer will be repaired or replaced with new or refurbished parts by TRUMPF at no charge to the Customer. This is the sole and exclusive remedy of the Customer under this Warranty. This Warranty does not apply to consumables.

The Warranty repair and replace period is longer than 90 days for the following Parts:

- i) TruCoax and TruFlow resonators, if found defective within 30,000 laser-on hours. A pro-rated credit will be issued based on the laser-on hours. For example, if the resonator has 27,000 hours (which represents 90% of 30,000), a 10% credit will be issued upon return and successful inspection of the defective resonator.
- ii) End Stage (RF) Tubes:
  - Power Tube Basic tubes if found to be defective within 3,000 Laser-on hours or 12 months, whichever comes first;
  - Power Tube Plus tubes if found to be defective within 5,000 Laser-On hours or 24 months, whichever comes first.

### iii) Xchange Program Parts:

Defective Spare Parts which are subject to the Xchange program can be sent back to TRUMPF for a residual credit. The residual credit is applied to the Customer Account after the replacement order is placed and the defective unit has been returned to TRUMPF. The amount of the residual credit is dependent on the type of Xchange Program the Part falls into and the age of the Part.

All parts included in the Xchange program will be indicated to the Customer in writing on the Spare Part Quote and Order Confirmation.

### **b. Customer Responsibilities under the Warranty:**

It is the Customer's responsibility to notify TRUMPF immediately if a Part is found defective during the repair and replace period. The customer must request and obtain a return authorization (RA) before returning the Part to TRUMPF. After the Customer receives the replacement Part, the defective part must be returned to TRUMPF within 45 days. If no RA is obtained, or the part is not returned within the 45-day period, the

Warranty will be voided and the Customer will be charged for the replacement Part(s) at the current list price.

Resonator Returns: Resonators require special handling. The de-installation and return shipment must be arranged by TRUMPF in order to maintain warranty coverage. The Customer has 45 days from de-installation to ship the warranted resonator, freight paid, DAP (Incoterms 2010) Farmington Connecticut or as otherwise specified by TRUMPF. The shipping documentation must reference the RA number.

## **7. DISCLAIMER OF OTHER WARRANTIES:**

THE WARRANTIES SET FORTH IN SECTION 6 ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXCLUDED.

## **8. Cancellation:**

Order cancellations must be requested in writing by the Customer and are only possible if the Part has not yet been shipped. Orders for special-order and/or non-stock Parts cannot be cancelled.

## **9. Part Returns for Credit:**

TRUMPF will accept returns of Part(s) for credit if the Parts are unused, in original packaging and in saleable condition. It is the Customer's responsibility to request and obtain a return authorization (RA) before returning any Parts to TRUMPF. Any returns must be received less than 30 days from the invoice date and are subject to TRUMPF's acceptance. All authorized returns should be shipped, freight paid, DAP Farmington, Connecticut or as otherwise specified by TRUMPF.

Special-order Parts and discontinued items cannot be returned for credit.

No hazardous material can be returned to TRUMPF.

## **10. Title; Risk of Loss; Insurance**

The Customer is purchasing Parts for the repair or maintenance of TRUMPF machine-tool and laser products ("Products") that will become Part of the Product as if present at the time of manufacture. Title (subject to any reserved security interest) and risk of loss ~~pass~~ are transferred to the Customer when TRUMPF gives the Part to the carrier for shipment.

Parts paid for in full prior to shipment will be shipped uninsured unless the Customer requests insurance upon placing the order. Parts purchased on credit must be insured by the Customer for at least the purchase price against loss or damage by fire and other "extended coverage" hazards during transit and while at the Customer's facility until the

Parts are paid for in full. Losses covered by the insurance are to be paid in TRUMPF's name and will be applied to the unpaid balance.

#### **11. Work and Safety Regulation; Indemnification:**

The Customer is responsible for knowing, understanding and complying with the work and safety laws and regulations governing use of TRUMPF Products and Parts, and TRUMPF does not assume responsibility or liability for your performance or compliance with those laws and regulations. The Customer assumes all risk of and shall indemnify and hold harmless to the fullest extent permitted by law, TRUMPF, and any of its board, officers, employees, parents, subsidiaries, affiliates or agents from and against any liability arising from any misuse, abuse, modification or repair of the Products or Parts by you, your employees or agents after delivery, including without limitation, any injury, disability or death of workers or employees. BUYER'S OBLIGATION HEREUNDER IS IN NO WAY LIMITED BY ANY PROTECTION AFFORDED IT UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

#### **12. LIMITATION OF LIABILITY:**

**TRUMPF'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR BREACH OF THE TERMS HEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF ANY GOODS SOLD OR PROVIDED BY TRUMPF TO THE CUSTOMER, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS THAT GIVE RISE TO THE CLAIM. IN NO EVENT SHALL TRUMPF HAVE ANY LIABILITY FOR EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR LOST PROFITS DAMAGES, INCLUDING BUT NOT LIMITED TO LOST SALES, LOST OPPORTUNITIES, LOST MARKET GROWTH OR LOSS OF FUTURE MARKET SHARE. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL OPERATE ON ANY CLAIM(S) OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INJURY TO PERSONS OR PROPERTY), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **13. Notice of Claims:**

The Customer is responsible for inspecting the Part(s) upon receipt and must notify TRUMPF in writing of any claims within 30 days of receiving the Parts. If notice is not given within the specified time period the Customer forfeits the right to the claim.

#### **14. Limitation of Actions:**

No action for breach of any term of this contract or any other duty of Seller with respect to the Part(s) may be commenced more than one (1) year after delivery of the Part to the Customer.

## **15. Force Majeure.**

TRUMPF is not liable for nor shall it be considered to be in breach of or default under these terms for any delay or failure to perform as a result of any causes or conditions beyond its reasonable control, including by not limited to fire, explosion, flood, storm or other acts of God, war, embargo, strike, riot, or the intervention of any government authority. If a force majeure event occurs, TRUMPF shall give the Customer prompt written notice and use commercially reasonable efforts to minimize the event's impact.

## **16. Governing Law:**

This contract and all matters concerning, arising out of or relating to its subject matter shall be governed by the laws of the State of Connecticut, excluding the State's conflict of law principles. This contract excludes application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

## **Comments and further information:**

Comments and requests further information can be sent to:

### **Spare Parts USA**

TRUMPF Inc.

111 Hyde Rd.

Farmington, CT 06032

Tel: 844-878-6731

Fax: 860-255-6887

E-mail: [spareparts@us.trumpf.com](mailto:spareparts@us.trumpf.com)

### **Spare Parts Canada:**

TRUMPF Canada, Inc.

1-3755 Laird Rd

Mississauga, ON L5L 0B3

Canada

Tel: (800) 306-1077, Fax: (905) 363-3551

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