



## TERMS & CONDITIONS

**1. Acceptance of Terms and Conditions.** Receipt of these Terms and Conditions of Sale ("Terms and Conditions") shall operate as the acceptance by StoneAge, Inc. ("Seller") of the order submitted by the purchaser ("Buyer"). Such acceptance is made expressly conditional on assent by Buyer to these Terms and Conditions. Such assent shall be deemed to have been given unless written notice of objection to any of these Terms and Conditions (including inconsistencies between Buyer's purchase order and this acceptance) is given by Buyer to Seller promptly on receipt hereof.

Seller desires to provide Buyer with prompt and efficient service. However, to individually negotiate the terms of each sales contract would substantially impair Seller's ability to provide such service. Accordingly, the product(s) furnished by Seller are sold only according to the terms and conditions stated herein and with the terms and conditions stated in any effective StoneAge Dealer Agreement or StoneAge Reseller Agreement, if applicable. Notwithstanding any terms and conditions on Buyer's order, Seller's performance of any contract is expressly made conditional on Buyer's agreement to these Terms and Conditions unless otherwise specifically agreed to in writing by Seller. In the absence of such agreement, commencement of performance, shipment and/or delivery shall be for Buyer's convenience only and shall not be deemed or construed to be an acceptance of Buyer's terms and conditions.

**2. Payment/Prices.** Unless other arrangements have been made in writing between Seller and Buyer, payment for the product(s) shall be made upon receipt of invoice. The prices shown on the face hereof are those currently in effect. Prices invoiced shall be per pricelist in effect at the time of shipment. Prices are subject to increase for inclusion of any and all taxes which are applicable and which arise from the sale, delivery or use of the product(s), and the collection of which Seller is or may be responsible to provide to any governmental authority, unless acceptable exemption certificates are provided by Buyer in accordance with applicable law. Buyer shall pay all charges for transportation and delivery and all excise, order, occupation, use or similar taxes, duties, levies, charges or surcharges applicable to the product(s) being purchased, whether now in effect or hereafter imposed by any governmental authority, foreign or domestic.

**3. Warranty.** SELLER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE PERFORMANCE OF ANY PRODUCT EXCEPT AS SET FORTH IN THE STONEAGE LIMITED WARRANTY PROVIDED WITH THE PRODUCT.

**4. Delivery.** Seller is not obligated to make delivery by a specified date, but will always use its best efforts to make delivery within the time requested. The proposed shipment date is an estimate. Seller will notify Buyer promptly of any material delay and will specify the revised delivery date as soon as practicable. UNDER NO CIRCUMSTANCES SHALL SELLER HAVE ANY LIABILITY WHATSOEVER FOR LOSS OF USE OR FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM DELAY REGARDLESS OF THE REASON(S).

All product(s) will be shipped F.O.B. point of origin, unless specifically agreed otherwise, and Buyer shall pay all shipping costs and insurance costs from that point. Seller, in its sole discretion, will determine and arrange the means and manner of transportation of the product(s). Buyer shall bear all risk of loss commencing with the shipment or distribution of the product(s) from Seller's warehouse. Order shortages or errors must be reported within fifteen (15) business days from receipt of shipment to secure adjustment. No product(s) may be returned without securing written approval from Seller.

**5. Modification.** These Terms and Conditions are intended by Seller and Buyer to constitute a final, complete and exclusive expression of agreement relating to the subject matter hereof and cannot be supplemented or amended without Seller's prior written approval.

**6. Omission.** Seller's waiver of any breach or Seller's failure to enforce any of these Terms and Conditions at any time, shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

**7. Severability.** If any provision of these Terms and Conditions is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof.

**8. Disputes.** Seller and Buyer shall attempt in good faith to promptly resolve any dispute arising under these Terms and Conditions by negotiations between representatives who have authority to settle the controversy. If unsuccessful, Seller and Buyer shall further attempt in good faith to settle the dispute by nonbinding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the Seller and Buyer.

**9. Governing Law.** All sales, agreements for sale, offers to sell, proposals, acknowledgments and contracts of sale, including, but not limited to, purchase orders accepted by Seller, shall be considered a contract under the laws of the State of Colorado and the rights and duties of all persons, and the construction and effect of all provisions hereof shall be governed by and construed according to the laws of such state.

**10. Jurisdiction and Venue.** Seller and Buyer agree that the state or federal courts located within the City and County of Denver, Colorado shall have sole and exclusive jurisdiction over any litigation concerning any dispute arising under these Terms and Conditions not otherwise resolved pursuant to Section 9 as well as any alleged defects of any Products or damages sustained as a result of such alleged defects. Seller and Buyer further agree that should any litigation be commenced in connection with such a dispute, it shall only be commenced in such courts. Seller and Buyer agree to the exclusive jurisdiction of such courts and neither will raise any objection to the jurisdiction and venue of such courts, including as a result of inconvenience.

**11. Attorney's Fees.** If any litigation is commenced between Seller and Buyer, or their personal representatives, concerning any provision hereof, the party prevailing in the litigation shall be entitled, in addition to such other relief that is granted, to a reasonable sum as and for their attorneys' fees and costs in such litigation or mediation.

#### STONEAGE TRADEMARK LIST

View the list of StoneAge's trademarks and service marks and learn how the trademarks should be used. Use of StoneAge trademarks may be prohibited, unless expressly authorized.

<http://www.StoneAgetools.com/trademark-list/>

#### STONEAGE PATENT DATA

View the list of StoneAge's current U.S. patent numbers and descriptions.

<http://www.sapatents.com>

#### STONEAGE TERMS AND WARRANTY

View StoneAge's Terms and Warranty Conditions online.

<http://www.stoneagetools.com/terms>

<http://www.stoneagetools.com/warranty>

Warranties set forth herein extend only to End-Users, meaning customers acquiring, or that have previously acquired, a product manufactured by StoneAge ("Product") for their own use and not for resale, either directly from StoneAge Inc. ("StoneAge") or from a StoneAge Authorized Dealer or Reseller ("Dealer"). No warranty of any kind or nature is made by StoneAge beyond those expressly stated herein.

**1. LIMITED WARRANTY PERIOD.** Subject to the limitations and conditions hereinafter set forth, StoneAge warrants its Product to be free from defects in workmanship and material for a period of one (1) year from the date of purchase by the End-User, provided that the end of the limited warranty period shall not be later than eighteen (18) months from the date of shipment of the Product to the Dealer or the End-User by StoneAge ("Limited Warranty Period"). All replacement parts which are furnished under this Limited Warranty and properly installed shall be warranted to the same extent as the original Product under this Limited Warranty if, and only if, the original parts were found to be defective within the original Limited Warranty Period covering the original Product. Replacement parts are warranted for the remainder of the original Limited Warranty Period. This Limited Warranty does not cover any component part of any Product not manufactured by StoneAge. Any such component part is subject exclusively to the component manufacturer's warranty terms and conditions.

**2. LIMITED WARRANTY COVERAGE.** StoneAge's sole obligation under this Limited Warranty shall be, at StoneAge's option and upon StoneAge's inspection, to repair, replace or issue a credit for any Product which is determined by StoneAge to be defective in material or workmanship. StoneAge reserves the right to examine the alleged defective Product to determine whether this Limited Warranty is applicable, and final determination of limited warranty coverage lies solely with StoneAge. No statement or recommendation made by a StoneAge representative, Dealer or agent to End-User shall constitute a warranty by StoneAge or a waiver or modification to any of the provisions hereof or create any liability for StoneAge.

**3. WARRANTY SERVICE PROVIDERS.** Service and repair of the Product is to be performed only by StoneAge authorized service representatives, including Dealers who are authorized repair centers, with StoneAge approved parts. Information about StoneAge authorized service representatives can be obtained through the StoneAge website at [www.stoneagetools.com/service](http://www.stoneagetools.com/service). Unauthorized service, repair or modification of the Product or use of parts not approved by StoneAge will void this Limited Warranty. StoneAge reserves the right to change or improve the material and design of the Product at any time without notice to End-User, and StoneAge is not obligated to make the same improvements during warranty service to any Product previously manufactured.

**4. WARRANTY EXCLUSIONS.** This Limited Warranty does not cover, and StoneAge shall not be responsible for the following, or damage caused by the following: (1) any Product that has been altered or modified in any way not approved by StoneAge in advance in writing; (2) any Product that has been operated under more severe conditions or beyond the rated capacity specified for that Product; (3) depreciation or damage caused by normal wear and tear, failure to follow operation or installation instructions, misuse, negligence or lack of proper protection during storage; (4) exposure to fire, moisture, water intrusion, electrical stress, insects, explosions, extraordinary weather and/or environmental conditions including, but not limited to lightning, natural disasters, storms, windstorms, hail, earthquakes, acts of God or any other force majeure event; (5) damage to any Product caused by any attempt to repair, replace, or service the Product by persons other than StoneAge authorized service representatives; (6) costs of normal maintenance parts and services; (7) damage sustained during unloading, shipment or transit of the Product; or (8) failure to perform the recommended periodic maintenance procedures listed in the Operator's Manual accompanying the Product.

**5. REQUIRED WARRANTY PROCEDURES.** To be eligible for warranty service, the End-User must: (1) report the Product defect to the entity where the Product was purchased (i.e. StoneAge or the Dealer) within the Limited Warranty Period specified in this Limited Warranty; (2) submit the original invoice to establish ownership and date of purchase; and (3) make the Product available to a

StoneAge authorized service representative for inspection to determine eligibility for coverage under this Limited Warranty. This Limited Warranty shall not extend to any person or entity who fails to provide proof of original purchase from StoneAge or a Dealer. No Product may be returned for credit or adjustment without prior written permission from StoneAge.

**6. DISCLAIMER OF IMPLIED WARRANTIES AND OTHER REMEDIES.** EXCEPT AS EXPRESSLY STATED HEREIN (AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW), STONEAGE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE QUALITY, PERFORMANCE OR FREEDOM FROM DEFECT OF THE PRODUCT COVERED BY THIS LIMITED WARRANTY. STONEAGE FURTHER DISCLAIMS ALL IMPLIED INDEMNITIES.

**7. LIMITATION OF LIABILITY.** End-User specifically acknowledges that the Product may be operated at high speeds and/or pressures, and that as such it may be inherently dangerous if not used correctly. End-User shall familiarize itself with all operation materials provided by StoneAge and shall at all times use and require its agents, employees and contractors to use all necessary and appropriate safety devices, guards and proper safe operating procedures. In no event shall StoneAge be responsible for any injuries to persons or property caused directly or indirectly by the operation of the Product if End-User or any agent, employee, or contractor of End-User: (1) fails to use all necessary and appropriate safety devices, guards and proper safe operating procedures; (2) fails to maintain in good working order such safety devices and guards; (3) alters or modifies the Product in any way not approved by StoneAge in advance in writing; (4) allows the Product to be operated under more severe conditions or beyond the rated capacity specified for the Product; or (5) otherwise negligently operates the Product. End-User shall indemnify and hold StoneAge harmless from any and all liability or obligation incurred by or against StoneAge, including costs and attorneys' fees, to or by any person so injured.

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, STONEAGE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DIMINUTION OF VALUE, WORK STOPPAGE, INTERRUPTION OF BUSINESS, RENTAL OF SUBSTITUTE PRODUCT, OR OTHER COMMERCIAL LOSS EVEN TO THE EXTENT SUCH DAMAGES WOULD CONSTITUTE DIRECT DAMAGES), WITH RESPECT TO THE COVERED STONEAGE PRODUCT, OR OTHERWISE IN CONNECTION WITH THIS LIMITED WARRANTY, REGARDLESS OF WHETHER STONEAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IT IS UNDERSTOOD THAT STONEAGE'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE END-USER FOR THE PRODUCT. STONEAGE'S MAXIMUM LIABILITY SHALL NOT EXCEED, AND END-USER'S REMEDY IS LIMITED TO EITHER (1) REPAIR OR REPLACEMENT OF THE DEFECTIVE WORKMANSHIP OR MATERIAL OR, AT STONEAGE'S OPTION, (2) REFUND OF THE PURCHASE PRICE, OR (3) ISSUANCE OF A CREDIT FOR THE PURCHASE PRICE, AND SUCH REMEDIES SHALL BE END-USER'S ENTIRE AND EXCLUSIVE REMEDY.

YOU, THE END-USER, UNDERSTAND AND EXPRESSLY AGREE THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE PART OF THE CONSIDERATION IN THE PRICE OF THE STONEAGE PRODUCT YOU PURCHASED.

Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, so the above limitations and exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. If any provisions of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof.