

TERMS AND CONDITIONS OF SALE

1/01/09

TERMS OF PAYMENT

Net 30 days from date of invoice on approved credit.

PRICES

Price in effect at time of order will apply and is subject to change without notice.

All prices subject to applicable taxes.

All items are listed with single unit pricing unless noted in price sheet. Replacement items are sold in standard package quantities.

List and net pricing is available in Microsoft Excel format.

MINIMUM ORDER

Minimum order is \$50.00 net for domestic shipments, \$750.00 net for International shipments. Non-standard product will be subject to minimum order quantities and lead times as specified by Customer Service.

DROP SHIPMENTS

A minimum order of \$50.00 is required for all drop shipments. Distributor is responsible for all freight charges regardless of the order value.

Drop ship requests outside of a Bernard Account Manager's territory will only be allowed with Account Manager's approval.

CANCELLATION POLICY

In the event the Buyer acts to cancel an item the Buyer shall be subject to a cancellation charge equal to 25%-75% of the invoice total. No cancellations on specials.

RETURN MERCHANDISE POLICY

Customer Service must pre-approve and issue a Return Merchandise Authorization for all product returns. Authorizations will be valid for 30 days from issue date. Freight charges to be prepaid by the Buyer.

Only product purchased within the last 6 months that is of current design in new, unused condition will be considered.

Non-standard items are non-returnable.

A restocking charge of 25% will be assessed on all returns.

Bernard reserves the right to repair, replace or credit defective product. Claims for shortages must be made within 10 days of receipt of shipment.

FREIGHT POLICY

Freight will be prepaid on orders valued at \$500.00 or more (distributor net) for one shipment to one distributor destination within the contiguous United States, excluding special handling. Drop shipments are excluded for prepaid freight. **See Drop Shipment clause.**

All shipments are FCA Bernard. In the event that conflicting shipping terms are present on any document the terms FCA will take precedence.

Bernard reserves the right to choose the lowest cost method of transportation and routing. Reasonable attempts will be made to honor Buyers requests for alternative arrangements. When an order does not qualify for prepaid freight the freight charges will be charged back on the Buyer's invoice.

WARRANTY

Product is warranted to be free from defects in material and workmanship for 180 days after the sale by an authorized Buyer. Should there be a defect please refer to our Return Merchandise Policy.

Bernard reserves the right to repair, replace or refund the purchase price of non-conforming product. Product found not defective will be returned to the Buyer after notification by Customer Service.

Bernard makes no other warranty of any kind, expressed or implied, including, but not limited to the warranties of merchantability or fitness for any purpose. Bernard shall not be liable under any circumstances to Buyer, or to any person who shall purchase from Buyer, for damages of any kind. Including, but not limited to any, direct, indirect incidental or consequential damages or loss of production or loss of profits resulting from any cause whatsoever, including, but not limited to, any delay, act, error or omission of Bernard.

Genuine Bernard parts must be used for safety and performance reasons or the warranty becomes invalid. Warranty shall not apply if accident, abuse, or misuse damages a product, or if a product is modified in any way except by authorized Bernard personnel.

EDUCATIONAL DISCOUNTS

An additional 20% discount (off net) will be granted to educational institutions provided that no other promotional prices have been utilized. A copy of the school's original purchase order must be submitted to Customer Service to obtain this discount. When the Buyer places an order for direct shipment to a school the 20% discount will be computed on the original order/invoice.

TRADEMARKS AND TRADENAMES

Any use of Bernard logos will be in the format supplied by the Bernard Marketing Department. The Bernard name or logo shall not, in any way, be attached to any other name unless prior authorization is received by the Bernard Marketing Department.

FORCE MAJEURE

Bernard shall not be held responsible for, nor be held liable for any loss or damage resulting from any delay or failure in performance of their obligations caused in whole or part by fires, strikes, floods, labor disputes, delays or failures of subcontractors, acts of sabotage, riots, accidents, delays of carriers or suppliers, voluntary or mandatory compliance with any governmental act, or regulation, acts of God or by public enemy, acts or omissions of other causes beyond Bernard control.

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Online order tracking: www.myweldorder.com

Customer Service: 800-946-2281 or 708-946-2281

Fax Orders: 888-946-6726 or 708-946-6726