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www.melintool.com

DISTRIBUTOR POLICY: TERMS & CONDITIONS

General

TERMS

- Orders may be placed by phone, fax, and/or e-mailed.
- An order is defined as one delivery to a single location. Requirements for multiple drop ships will be separated into individual orders.
- An order contains active cataloged items*
- All prices are reflected in US dollars
- List prices shown on the Melin website are to be considered current

**product found in older product catalogs/flyers are subject to review and minimum order requirements*

Order Requirements

TERMS

- No minimum order value requirement
- A small handling fee of \$3.00 will be added to standard shipping charges for orders with a total net value under \$100.00

Specials & Custom Designed Tools

TERMS

- Net prices are provided on an individual basis and are determined based on the tool style, size & quantity
- Specials are subject to +/- 10% run quantities.
 - If unable to accept these term, approval is required prior to production of order
- Customers must be authorized prior to ordering specials.
- Drawings and Technical Documents
 - All drawings and technical documents delivered by either of the parties remain the property of the delivering party. Seller will not reproduce or otherwise disclose such materials to third parties. Tooling, setup, drawings and design information are provided on quotation and confirmed at order entry.

Shipping

TERMS

- Scheduled shipments will be made using standard freight services and the costs added to Melin invoices.
 - Shipping cost include, without limitation all insurance, freight, cartage, warehousing, and all other charges in connection with loading and shipping the product to buyer.
 - Seller's responsibility ceases upon delivery to the carrier at the stated shipping point, and risk of loss, damage, injury or destruction of any of the products shall pass to the buyer upon such delivery to the carrier.
- As an alternative, customers can provide Melin with their own freight account information for appropriate charges
- Free standard freight will be provided for single orders exceeding \$750.00 Net value
- Back orders will be shipped via Melin Standard Shipping Method (unless specified on order)
- On orders requesting multiple shipping dates, each shipment will be considered a separate order. Freight terms and allowances will be applied to initial shipment.

Freight- *continued*

TERMS

- Consignees outside the U.S. are responsible for all brokerage fees, duty, custom clearances, and corresponding fees.
- All shipping dates are approximate and tentative. We do our best to inform buyer of any date changes.
- Delays - Seller shall be excused for delay in delivery, when due to: acts of God or the public enemy, fires, floods, riots, strikes, freight embargoes, or transportation delays.

Payment

TERMS

- Open accounts will be established pending credit approval
- Payment terms are 1% 10, net 30 days, unless otherwise specified on an invoice
- Freight charges do not qualify for cash discounts
- Periodic payment and credit reviews are used to update credit limits and may impact resale discounts

Quality

TERMS

- Seller shall manufacture all products in accordance with buyer specifications and applicable to ISO 9001 quality assurance requirements.

Distributor Discount

TERMS

- Discounts are assigned for each major product group in the Melin portfolio. It's expected that a distributor actively promotes all product groups and generates reasonable & warranted sales activity in each group to maintain their discount levels. Yearly discount reviews take place in Q1.

Product Portfolio

Product Portfolio	
Group Descriptions	Discount code
Carb. General Purpose End Mills	P1A
Carb. High Performance End Mills	P1B
Ultra High Performance End Mills	P1B2
Carb. Special Use End Mills	P1C
Carb. Special Use End Mills - Micro	P1C2
Carb. General Purpose Drills	P1D
Carb. High Performance Drills	P1E
Carb. Thread Mills	P1F

Product Portfolio	
Group descriptions	Discount code
HSS. General Purpose End Mills	P1G
HSS. High Performance End Mills	P1H
HSS. Special Use End Mills	P1I
HSS. Roughing End Mills	P1J
Countersinks	P1K
Carbide Burs	P1L
Carbide Blanks	STL

Price Change

TERMS

- Prices are exclusive of taxes and are subject to correction for error.
- Seller may change pricing without notice, and the applicable price for an order will be the price in effect at the time of shipment.
- Back orders will be invoiced at the price in effect at time of shipment.

Test Tool Policy

TERMS

- Guaranteed Testing Order
 - Distributors place regular order with a note identifying the name of the end user to test the tool(s)
 - Within 60 days, should the customer not be satisfied, a full credit including freight, will be issued upon our receipt of RMA# and their completed test tool form referencing the purchase order and invoice number.
(test tool reports will be shipped out with tools or can be found on our literature download page)
- For sample tooling, special trials, or no charge testing - Please contact your local [Melin Sales Rep](#)

Return Policy

TERMS

- Only current, standard products will be accepted for return and credit. Prior RMA (returned material authorization) is mandatory. Please contact customer service to request RMA
- Tools that are over 1 year old will not be accepted for credit
- All returned tools are subject to inspection, acceptances and 10% restocking fee
- Distributors is responsible for transportation costs of return tools
- Specials or tools with customization added to standard product, will not be accept for returns
Please refer to Specials and Custom Tools for more detail
- Credit will be issued based on the distributors lowest invoiced cost at time of purchase
- Annual inventory adjustments are encouraged (1 per year)
Distributors can exchange slow moving inventory for products having a higher demand. To avoid the restocking charge, please submit an off setting order of 20% greater net value than the returned value.
- All returns over our average monthly usage amount is subject to review prior to receiving an RMA
Please refer to order acknowledgment for information regarding your order

Prerequisite for Partner Use Terms

TERMS

- Melin distribution requires prior approval from both Melin sales and accounting.
- Melin will approve distribution partners, establish conditions and discount structure at time of approval.
- Melin will provide tooling to distribution partners who actively promote all Melin product groups.

Restriction & Termination Terms

TERMS

- Melin can withdraw the usage right from distribution partner, without requiring a separate letter of termination, if the distributor partner no longer comply with the prerequisites laid down for them as a standard Melin partner.
- Melin can restrict or reduce product code discount if acceptable product group sale volume is not achieved.

Acceptance of General Terms

TERMS

- All purchase orders submitted by our distributors are accepted by Melin Tool in accordance with the terms stated herein.
These terms supersede all conflicting terms.