



135 Main Street, Horton, MI 49246 \ 517-563-8136 \ GlobalOrderDesk@lomar.com

Global Danfoss Facility Purchase Program

Overview

This program, managed by Lomar Machine & Tool Co., gives Global Facilities located outside of the United States direct access to purchase a selection of Danfoss machines, tooling, and spare parts. This program is intended for Global Facilities only; distributors and other end-users outside the U.S. should channel their requests through their local Danfoss representative.

For additional information about this program, including Pricing and Ordering information, please contact Lomar at:

GlobalOrderDesk@lomar.com

Program highlights include:

- Technical Support for all machines and parts available
- Most items available for shipment within 2-5 Business Days of order
- Air freight, special ocean going or other packaging available, quoted separately

Please note:

- INCO Terms: FCA – Lomar Dock, Horton MI, USA
 - Freight, duties, taxes, fees, licensing, special documentation, import restrictions, other landed costs are responsibility of Danfoss Facility
- All pricing *and* transactions in US Dollars (\$)
- Payment Term: NET 60 Days
- Danfoss orders placed using a Danfoss Purchase Order
- Lomar maintains a minimum export order amount of \$250 USD
- Return Material Authorizations will not be issued for machines; only tooling/spare parts
- Pricing is subject to change at any time. Lomar will attempt to modify pricing on a semi-annual basis to coincide with Danfoss Maumee pricing

We appreciate this opportunity to work with Danfoss Facilities globally and hope we may be of service. If you have any questions, please contact us at +1-517-563-8136 or e-mail at GlobalOrderDesk@lomar.com

Our Office hours are Weekdays (M-F) 11:00AM – 7:30PM (GMT)

www.danfosscrippersupport.com



TERMS OF SALE: ORDERS SHIPPED OUTSIDE THE UNITED STATES

General Sales Policy

Acceptance of all orders is subject to credit approval by LOMAR. No order shall be deemed accepted until it is verified by LOMAR and an order acknowledgement has been returned to the Purchaser. All orders shall be placed in U.S. Dollars (\$). Lomar maintains a MINIMUM EXPORT ORDER AMOUNT of \$250.⁰⁰ USD.

Payment Terms

Based on current agreement of Net 60. Order acceptance is based on payment in U.S. Dollars (\$).

General Pricing Policy

Current pricing is available by email at GlobalOrderDesk@lomar.com. Any Hard Copy Price Lists should be considered as UNCONTROLLED. Prices are subject to change without notice. Lomar will attempt to modify pricing on a semi-annual basis to coincide with Danfoss Maumee pricing.

Freight/Shipping

All Shipments are FCA Lomar Dock, Horton, MI USA. Purchaser is responsible for obtaining optional insurance. Title and risk of loss or damage pass to the Purchaser upon pickup by the common carrier at the LOMAR facility in Horton, MI, USA. Claims for loss or damage in transit must be filed with the freight carrier, vessel and/or insurance company by the Purchaser.

Shipping Options

The Purchaser can designate a recommended carrier or freight forwarder. Please indicate to Lomar on your order the name and address of the freight forwarder and the consignee's account number.

Direct Shipments to Danfoss Distributors/Customers can be arranged. Please note that Direct Shipments increase the complexity of Exports and potentially result in increased risk to Danfoss Facility (purchaser). Please consult with Danfoss Global Product Management team (Maumee) prior to engaging in Direct Shipments through this program.

Export & Import Documentation, Duties, Taxes, and Fees

Purchaser is responsible for obtaining and paying for any permits, licenses, or other government authorizations necessary for the exportation or the importation of the products into the country of importation. All duties and taxes are the responsibility of the consignee. Purchaser shall select and pay the freight forwarder who shall be solely the Purchaser's agent.

CE Compliance

Unless otherwise noted, all equipment being offered in this program is NOT certified as CE Compliant. Contact Danfoss Global Product Management team for additional discussion on CE requirements.

Lead times

Most items are available for shipment within 2-5 Business Days of order. The availability and expected lead time of any part will be communicated using order confirmation and shipment confirmation email notices by LOMAR. Additional information on lead times can be determined by contacting LOMAR.

Sales Tax

LOMAR does not collect sales taxes on purchased material. When applicable, it is the Purchaser's responsibility to maintain tax exemption records and report and pay sales taxes as required.

Credit Balances

Purchaser agrees that any credit balance issued will be applied within one year of its issuance. If not applied or requested within one year, any remaining balance will be subject to cancellation, and LOMAR shall have no further obligation.



Warranty Policy & Disclaimers

Limited Warranty Policy: LOMAR warrants to the original purchaser that products sold shall be free from defects in material and workmanship for a one (1) year warranty period from the DATE OF SHIPMENT, applicable to the purchased product.

If original purchaser claims that a product is in violation of this warranty, the original purchaser must first contact LOMAR to receive specific instructions for determining the most appropriate course of action for repair, replacement, or refund consideration. Due to the high expense of overseas shipping costs, all efforts will be made by LOMAR to support repairs and replacements conducted at the Danfoss facility outside the United States. Please review our *Alternative Courses of Action (Warranty)* section below for our recommendations on warranty suspect material.

In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall LOMAR be liable to the buyer for special, indirect, incidental or consequential damages whatsoever including, without limitation, loss of profit or revenue. The above warranty is buyer's exclusive remedy and LOMAR hereby expressly disclaims all other warranties, express or implied, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. The foregoing shall constitute the sole remedy of the buyer and the sole liability of LOMAR.

This Limited Warranty shall not apply to any product or component thereof which has been repaired or altered by anyone other than LOMAR authorized personnel in any manner so as, in LOMAR's sole judgment, to affect its serviceability, or to any product that has been subject to alteration, accident, misuse, abuse, neglect or normal wear, unless prior authorization for these repairs or alterations is explicitly given by LOMAR. This Limited Warranty shall not apply to products which have been assembled or installed or used in a manner contrary to the printed instructions with the products, or due to failure to follow the printed instructions for operation and maintenance.

Any technical assistance provided by LOMAR personnel or representatives is construed to be a proposal and not a recommendation. The responsibility for determining feasibility rests with the user and should be subject to test. Only the terms expressed in this Limited Warranty shall apply and no distributor, corporation or individual is authorized to amend, modify or extend this Limited Warranty in any way on resale.

Alternative Courses of Action (Warranty)

LOMAR seeks to resolve any potential Warranty claims by first considering these strategies:

1. Contact LOMAR Technical Support staff
 - a. You can speak directly with an experienced technician who can troubleshoot machine problems and make recommendations for repair or replacement parts
 - b. Technical Support: (+1) 517-563-8136, GlobalOrderDesk@lomar.com
2. Provide detailed descriptions and information about the issue, possibly including photographs
3. Before Shipping:
 - a. Consider replacement parts rather than a replacement machine
 - b. Consider all options before returning a machine from outside the U.S.

Return Material Policy

Prior authorization must be obtained from LOMAR for TOOLING and/or SPARE PARTS being returned for any reason.

-- WE DO NOT ACCEPT MACHINE RETURNS --

Please contact LOMAR to determine if your tooling or spare part(s) qualify for a return. A Return Material Request Form, supplied by LOMAR, must be completed, submitted, and authorization given by LOMAR prior to any return.

Returns are to be shipped freight prepaid to the address designated by LOMAR. If the product is defective and in warranty, LOMAR will prepay standard (non-expedited) shipping charges for replacement. Orders for advance replacement parts will be invoiced at prevailing product and freight costs. If the returned product is found to be defective and in warranty, an offsetting credit in the amount of the product costs and least expensive freight charges will be issued by LOMAR. Non-defective tooling or spare parts returned for credit must be received freight prepaid in new and resalable condition; upon satisfactory inspection, LOMAR will issue a credit less a 25% restocking charge. All returned tooling or spare parts that do not have a properly assigned 6-Digit Return Material Authorization Number or do not comply with this policy will not be considered for repair, replacement, or credit.

Order Accuracy

The Purchaser is responsible for ensuring the correct part numbers and quantities are ordered – LOMAR stresses the importance of double checking part numbers against Danfoss catalogue and part descriptions and visual comparison before placing an order.



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Incoming Foreign Wire Instructions for Lomar Machine and Tool Co.

Bank: EverBank NBG

Address: 11 Oval Drive, Suite 107 Islandia, NY 11749

Account Name: Lomar Machine and Tool Co.

ABA/Routing Number: 063000225

Account Number: 760091897

Swift Code: EVBKUS3M

Please reference invoice number/s on your wire transfer

If you have any questions please email cathy.wollpert@lomar.com or call 517-563-8136 ext. 226.

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