

Malco Tools, Inc. 14080 State Hwy 55 NW Annandale, Minnesota 55302 U.S.A. www.malcotools.com



United States & International Customer Service

320-274-7387 email: orders@malcotools.com FAX: 320-274-2269 TOLL FREE 800-328-3530

Customer Service Hours of Operation: 7:00 a.m. - 4:30 p.m. Central Time

POLICIES · Effective June 10, 2024

GENERAL

Prices are subject to change without notice. Prices prevailing at the time the order is received will apply.

We reserve the right to make changes in design, material, standard package quantity or finish in an effort to improve our products without special notification.

All purchase orders submitted by our distributors are assumed as accepting our general terms as stated herein, any conflicting terms stated on the purchase order cannot supersede our terms.

Dimensions shown in the Malco catalog are nominal dimensions and may be subject to change without notice.

All products are UPC bar coded to optimize your warehousing activities. This price book contains the item bar code. Orders may be placed using the catalog number or the bar code number.

Malco is EDI (Electronic Data Interchange) capable. Contact your Malco Sales Representative or Customer Service.

MALCO GUARANTEED SALE PROGRAM

If any current Malco product designs are not selling to your satisfaction, you may return them to Malco for credit. The credit is based on the Malco Distributor Price Book that immediately precedes the current Malco Distributor Price Book unless accompanied by an invoice. Obsolete (non-current design) items may not be returned for credit. Refer to the Malco website www.malcotools.com or contact Customer Service to determine current Malco product designs.

There is no restocking charge nor do you need special permission for returns of less than \$5,000. Simply enclose a packing slip with the products and return to Malco freight prepaid. *Please pack the products securely as both the tool and packaging need to be in resaleable condition.* If the tool is not resalable or of obsolete design it will be returned to you. If the packaging is not resalable, a 10% repackaging charge will be applied to the credit.

Products returned under this policy must be sent prepaid to our factory in Annandale, Minnesota. Magnetic sweeps cannot be shipped by air as their magnetic strength exceeds the limit Federal regulations allow.

BROKEN PACKAGE QUANTITIES

Orders for less than Standard Pack Quantities are accepted. There is NO UPCHARGE for ordering less than standard package quantities.

We do not offer a broken package options for *Dispensing Cards, Counter Display Packs, Bulks of Hex Chuck Drivers, Hex Key Wrenches, Drill Bits, packages of Fasteners, Dampers, or Reciprocating Saw Blades.* Please contact Customer Service with questions.

10% DISCOUNT ON SCHOOL ORDERS

All Malco items that you sell for use by students will be invoiced at printed price less 10%, verification is required. Please contact Customer Service with questions.

PAYMENT TERMS

Terms are net 30-days from invoice date for qualifying accounts, F.O.B. Annandale, Minnesota.

MINIMUM ORDER SIZE

Malco has a minimum order size of \$100. Repair parts are excluded.

SHIPPING TERMS

Prices are F.O.B. Malco's warehouse in Minnesota USA, or FCA Freight Forwarder. Title passes directly to you at the moment we place the merchandise into the hands of the carrier.

If purchaser elects to have shipments made to multiple locations each shipment will stand alone for freight.

Please contact your Malco Sales Representative or Customer Service for how to qualify for prepaid freight.

LOSS, DAMAGE, SHORTAGES

All packages are sealed when they leave the factory. If a seal is broken or damage has occurred, you must immediately, upon receipt of merchandise, report all claims for losses or damage in shipment directly to the delivering carrier. Any delay may cause you a loss. All merchandise is shipped F.O.B. Malco's Shipping Dock, or FCA Freight Forwarder. Therefore, the carrier is legally responsible to you for any losses arising out of shipment. Although our responsibility for product ends upon receipt by the carrier, we will gladly extend whatever assistance is required.

Do not deduct the price of the damaged or lost items from your Malco invoice. Pay your invoice price in full and submit your claim to the carrier for your losses.

Any shortages on your shipment must be reported within thirty days of receipt of order for proper verification and possible adjustment.

ADDITIONS

There is no handling fee for additions. Our demonstrated capability to ship quickly sometimes limits our ability to add to orders. However, additions to the original order placed the same day will qualify for the same freight status. We do not accept additions to back orders.

BACK ORDERS

Back orders will be shipped as soon as possible. Your invoice and packing list will provide approximate ship dates of any items back ordered. You will be notified if these dates change.

ALL BACK ORDERS WILL BE SHIPPED FREIGHT PREPAID.

INTERNATIONAL DISTRIBUTORS should contact International Customer Service for BACK ORDER POLICY AND PROCEDURES.

WARRANTY

All Malco tools and accessories carry a limited lifetime warranty against manufacturing defects in materials or workmanship. Go to <u>www.malcotools.com</u> for detailed warranty information.

WARRANTY CLAIM PROCEDURES

Products with manufacturing defects should be held for examination by the Malco Sales Representative. They will inspect for manufacturing defects, authorize scrap and credit/replacement or ask for it to be returned to Malco.

If you prefer, return tools with manufacturing defects directly to the Annandale, Minnesota factory for credit or replacement. The credit is based on the Malco Distributor Price Book that immediately precedes the current Malco Distributor Price Book unless accompanied by an invoice. Returns to the factory should be made prepaid. Accordingly, when Malco sends the warranty replacement(s) back to you, the freight will be prepaid.

Some products, such as Magnetic Sweeps, Guillotines, Uncoiler, Gutter Outlet Tools, the Minibrakes and our Pneumatic products may be field repairable. Please contact Customer Service before returning these products.

AUTOMATIC DEDUCTIONS WILL NOT BE ALLOWED.

INTERNATIONAL DISTRIBUTORS should contact International Customer Service for WARRANTY CLAIM PROCEDURES.

MARKETING SERVICES

Our policy does not allow us to underwrite any portion of the cost of producing distributor literature and advertising. However, our Marketing Services department is readily available for assistance. Electronic images of products are available for your catalog or website needs. Please specify by product number and file format. Images are also available by visiting <u>www.malcoimages.com</u>. We welcome you to link to our website <u>www.malcotools.com</u>.

Request our display catalog from your Sales Representative or Customer Service. It contains numerous free display and merchandising aids including re-order tags. Planograms and Custom Headers for your display are also available upon request. Catalogs and a variety of other literature pieces are available for your customers in reasonable quantities. Our Sales Representatives are available to conduct product training, help with showroom merchandising, and support for your open houses and trade shows.

MALCO HOLIDAY CLOSURES

Please visit www.malcotools.com for details.

- New Year's Day
 - Good Friday
 Thanksgiving Day After
 - Memorial Day
 Christmas Eve
 - Christmas Day

Thanksgiving Day

Independence DayLabor Day

(Subject to Change)