



## Benner-Nawman's Terms and Conditions of Sale Effective July 1, 2008

### **Prices:**

Prices are subject to change without notice and will be invoiced at prices in effect on the date of order. Distributors with valid contracts will receive the appropriate notification before Benner-Nawman implements any price or policy changes.

### **Standard Terms:**

C.O.D., FOB: Wickenburg, AZ 85390 USA

Cash, money order, certified check, or wire transfer with order.

Credit card payment either MasterCard or Visa.

Net 30 day terms with approved credit, no discounts.

### **Sales Tax:**

Sales tax will be charged where applicable unless a tax exemption certificate is provided to Benner-Nawman, Inc.

### **Product Changes:**

Benner-Nawman, Inc. reserves the right to discontinue items, change specifications, and alter designs at any time, without notice and without incurring any obligation whatsoever.

### **Freight Policy:**

All tools, parts and accessories are shipped FOB: Wickenburg, AZ 85390.

Benner-Nawman's prepaid freight policy for both masters and distributors of our rebar tools is as follows: Two or more tools will receive prepaid freight to one location within the continental USA. The term "Tool" refers to "per part number", an electrically powered unit (corded or cordless). Some examples: BNT-64 tier, DCC-1618 cordless, DC-16LZ cutter, DBC-16H combo, DBC-20X combo, and the DBC-2525 combo units are all considered one tool. Prepaid freight is also available on parts and accessory orders including BN-Wire totaling more than \$2,300 USD. Premium shipping (i.e. UPS 2<sup>nd</sup> day air or overnight) is always FOB: Wickenburg, AZ 85390.

### **Freight Damage or Lost Shipments:**

All shipments must be carefully inspected. In case of damage or loss, accept the shipment, but have the carrier note the damages or loss on the delivery receipt. If it is concealed damage, call carrier for inspection. Make a claim for damage with carrier.

### **Return Policy:**

All returned tools, parts and accessories are subject to a 20% restocking charge. Benner-Nawman, Inc. will accept an offsetting order on tools purchased within 6 months from the date of purchase. Tools returned need to be in original shipping cartons, in new condition and accompanied by a packing slip. The packing slip must include a completed RMA (Return Merchandise Authorization) form provided by Benner-Nawman's customer service department. Freight back to Benner-Nawman is the responsibility of the distributor or customer; if approved



## Benner-Nawman's Terms and Conditions of Sale Effective July 1, 2008

by Benner-Nawman returned tools can also be picked up by our local reps and warehoused at their facility. If an offsetting order is not acceptable there is a 20% restocking charge on returned tools, obtaining full credit is at the discretion of Benner-Nawman's management.

### **Portable Electric Rebar Cutter and Bender Warranty Policy:**

Benner-Nawman, Inc warrants the tools it manufactures or distributes to the original purchaser, to be free of defects in materials and workmanship under normal and appropriate use and servicing for the period of one (1) year from the date of purchase. Benner-Nawman, Inc. sole responsibility under this warranty is limited to the replacement or repair, at a designated facility, of only the part or parts evaluated by Benner-Nawman upon inspection to be defective in materials and workmanship.

Any related part/parts determined by Benner-Nawman, Inc. to be defective will be either repaired or replaced free of charge. This warranty does not apply to any part/parts which have been subject to abuse or unauthorized repairs. All warranty claims must be accompanied by a legible copy of the original bill of sale which includes the model number and 6-digit serial number. This warranty does not apply where repairs have been made or attempted by other than Benner-Nawman or an authorized warranty repair center. Instruction manuals need to be read, understood and followed with care.

Benner-Nawman, Inc. liability hereunder shall be limited to repair or replacement of the defective part/parts and shall not, under any circumstances, include special, incidental or consequential damages whether or not known by or disclosed by Benner-Nawman, Inc. Such repair or replacement shall constitute a fulfillment of Benner-Nawman's entire warranty hereunder.

This warranty does not extend to any costs or loss arising from or due to inconvenience, transportation damage, misuse, abuse, accident, theft, vandalism, or a similar incident. The foregoing warranty is exclusive and in lieu of all other warranties, including any the warranty of quality, expressed or implied, an including any warranty of merchantability, or any warranty of fitness for any particular purpose.

### **Cordless BN-TIER Limited Warranty Policy:**

Benner-Nawman, Inc. warrants that the BNT-64 rebar tier will be free from defects in material and workmanship under normal use for a period of one (1) year from the date of the original purchase. If this tier is proven to be defective in material or workmanship within the warranty period, Benner-Nawman, Inc. will at its sole discretion repair it or replace any defective part or parts, without charge to the owner. Any replacement part provided by Benner-Nawman, Inc. will carry a warranty for the remaining period of warranty applicable to the part it replaces.

The following parts are considered wear items and not covered under this warranty: batteries, all springs, the cutting and twisting assembly, wire guide, hook arm, feed gear,



## Benner-Nawman's Terms and Conditions of Sale Effective July 1, 2008

gear block assembly, motor gear, cam and guide pipe. The following parts are covered under warranty: motors, transmission shaft, circuit boards, sensors, motor radiator, torsion adjuster, power switch, and battery charger.

This warranty does not cover defects or damage caused by or resulting from, accident, misuse (i.e. use in heavy rain), abuse, neglect (i.e. neglect the maintenance required in the instruction manual), non-approved wire spools and or tier alterations, improper maintenance or normal wear and tear. This warranty does not apply where repairs have been made or attempted by other than Benner-Nawman or an authorized warranty repair center. Instruction manuals need to be read, understood and followed with care.

This warranty does not extend to any costs or loss arising from or due to inconvenience, transportation damage, misuse, abuse, accident, theft, vandalism, or a similar incident. The foregoing warranty is exclusive and in lieu of all other warranties, including any the warranty of quality, expressed or implied, an including any warranty of merchantability, or any warranty of fitness for any particular purpose.

### **Portable Electric Rebar Cutter, Bender and BN-TIER Warranty Claim Procedure:**

Benner-Nawman, Inc. will not be responsible for a replacement unit given to a customer without prior authorization, nor will any debits be honored.

1. Benner-Nawman's customer service department is first contacted at (800) 992-3833 or (928) 684-2813. Make sure you have already asked the customer specifically what is the problem. Know the model number and serial number. If the customer wants to try to resolve the repair over the phone, ask to speak to a Product Specialist to determine the problem. It could be an easy repair like adding hydraulic oil, bleeding the tool, worn electrical brushes or cutting blocks, some metal wedged under the piston, blown fuse, piece of wire caught on the cutting and twisting assembly, bad battery, etc. An over the counter new tool exchange is only acceptable within 30 days of the purchase and with the verbal and or written authorization by a Benner-Nawman Product Specialist or Manager.
2. If the tool needs to be sent in for warranty repair/evaluation, please contact our customer service department to obtain a (RMA) Return Merchandise Authorization and Shipping Instructions. Benner-Nawman has Authorized Warranty Repair Centers throughout the United States. There may be a facility closer that will reduce shipping time and cost. Repairs by an unauthorized warranty repair center will not be honored.
3. Customers are responsible for any shipping costs to the authorized warranty service center. If the tool is warranted by Benner-Nawman, Benner-Nawman will pay the standard freight back to the shipper or customer anywhere in the Continental USA only.
4. Benner-Nawman/DIAMOND tool warranty claims must include a legible copy of the original bill of sale (date purchased) with the model number and the serial number.



## **Benner-Nawman's Terms and Conditions of Sale**

Effective July 1, 2008

Benner-Nawman warrants our products to the original purchaser, to be free of defects in material and workmanship for a period of one (1) year from the date of purchase. At Benner-Nawman's discretion, any defective product will be either repaired or replaced.

Benner-Nawman's liability in this shall be limited to repair or replacement of the defective part/parts and shall not, under any circumstances, include special, incidental or consequential damages whether or not known by or disclosed by Benner-Nawman. Such repair or replacement shall constitute a fulfillment of Benner-Nawman's entire warranty hereunder. Defective product will be replaced or reimbursed 100% upon inspection. Any freight damage incurred in route will be covered as long as the damage was indicated on original Bill of Lading at time of receipt.

Visit our website: <http://bnrebartools.com> for a credit application, click on downloads, for a tool repair request form or on-line warranty registration, click on service.