



Terms and Conditions of Sales

As of April 19, 2024

Pricing Disclaimer

- Pricing for items can vary depending on fluctuations within the supply chain and macroeconomic environment.
- Quoted prices are valid for 7 days from issuance.
- When an order is received, it will go into effect with the pricing registered at the time of order reception. Pricing may be adjusted or orders may be canceled at the discretion of Techniweld USA.

Credit Terms

- Credit terms are variable depending on the credit rating of each customer. Credit terms will be set after a credit check has been run.
- Pay in Advance customers without payment terms are able to pay from the quoted amount. Customers with payment terms can pay from the invoiced amount within the specified time frame.
- Invoices paid after 90 days past the invoice due date will have added late fees at a rate of 1.5% per month, based on an Annualized Percentage Rate (APR) of 18%, to be charged on any unpaid balances.
- We accept credit card payments via Visa, Mastercard, Discover, and American Express. Any credit card use pre-authorizes for \$200 over the total amount of the order before the order has been shipped. Once the order is shipped, credit cards will be billed for the amount on the corresponding invoice, plus a 3.5% convenience fee.
- If a check is returned for any reason, an additional \$35 fee will be applied to the customer.
- When applicable, collection fees and/or attorney fees will be the sole responsibility of the customer.

Electronic Data Interchange

- Techniweld USA offers customers the opportunity to send purchase orders and invoices through Electronic Data Interchange (EDI).
- Contact our IT Department for more information and/or support at EDIsupport@twusa.com

Safety Data Sheets (SDS) and Certs

- SDS for applicable products can be found on our website at [twusa.com/SDS](https://www.twusa.com/SDS) either by searching with the Techniweld USA part number on the SDS page or by navigating to the corresponding product page. Please contact SDS@twusa.com

for additional assistance on finding SDS, or for any SDS-related questions or concerns.

- Certs and applicable cert support can be requested from certs@twusa.com

Warehouse Pickup

- Please note that warehouse hours of operation are dependent on location
- Any orders that are picked up from a Techniweld USA warehouse must be inspected immediately at time of pick up.
- Any concerns, including short orders or damaged containers/products, must be reported and signed off prior to leaving the warehouse.
- Any order that has been signed off with no notice of discrepancies or damages will not qualify for an RGA.

Limited Liability

Techniweld USA will not be considered liable to the purchaser or any third party, in any event, for cost of procurement for substitute product, lost profits, data/business, or for any indirect, special, incidental, exemplary, consequential, or punitive damages of any kind arising from, or having connection with, the sale of the product arising or caused and on any theory of liability (contract, tort (negligence included), strict, or otherwise) OR in amounts that exceed the amount paid to Techniweld USA for the order in which the liability was caused

Warranty Policy

- When applicable, products sold by Techniweld USA include a warranty written by the manufacturer, and any warranty claim must be made in the time frame implemented as stated in this manufacturer-written warranty.
- Each claim is subject to the terms and conditions as described in the manufacturer's document.
- Normal wear items such as consumable contact tips, nozzles, contact tip adapters, liners, drive rolls, electrode holders, ground clamps, plasma torch parts, etc. are not covered under warranty.
- Once a warranty claim has been made, products must be returned, with a valid receipt, to the original distributor or the point of purchase, or as directed by warranty and repair staff to a repair center.
- Parts and labor on MIG gun parts (except those listed under normal wear items), cables, regulators, and plasma torches (except those listed under normal wear items), and any shipping related to warranty repair is the responsibility of the customer.

- Warranty does not apply to shipping damage, misuse or abuse of the unit, or alteration of the unit in any way. Doing so will void the manufacturer warranty immediately.
- No warranty will be provided without the original receipt from an authorized distributor. A date and place of purchase is required to initiate the warranty coverage process.

Defective Material

- Prior to returning defective material, please contact our customer service department to be authorized.
- No warranty, excluding the manufacturer's written warranty, will be offered for any material sold.
- Any items with a corresponding expiration date will only be considered for replacement within a shelf life of 30 days.

Return Goods Authorization (RGA) Policy

- Though all sales are final, Techniweld USA accepts returns for 180 days from the invoice date for specific reasons and with certain stipulations per return reason, on a case-by-case basis.
- Special orders or customized items are not returnable and such orders cannot be canceled once placed.
- Returns will not be accepted without prior authorization through a Techniweld USA RGA number. This number can be obtained by visiting www.twusa.com/customer-returns
- RGA numbers issued by Techniweld USA are good for 30 days only and products must be received within that time. RGA numbers cannot be re-issued or extended.
- Only returns with assigned RGA numbers will be processed
- Shipping charges are non-refundable.
- Techniweld USA only pays freight in situations where we made a mistake sending the wrong product or a similar error.
- Customer is responsible for all shipping charges, as well as risk of loss on all return merchandise. Techniweld USA highly suggests that each customer uses a shipping service that offers full insurance options for returns
- Overages or shortages must be reported within 48 hours of receipt of shipments. Claims must be noted at the time of receipt to file against carrier responsible.
- Tracking numbers are required for all RGAs
- If item was shipped via drop ship, the product must be returned to the original vendor – not Techniweld USA facilities. Do not send the product to Techniweld USA for shipping back to the manufacturer.
- Please note all warranty and return issues are as stated in the Techniweld USA warranty statements located on packaging and our website.

- 20% restocking fees apply for any reason other than those that are no fault of the customer.
- Credit issued for returns may be used on new purchases only and cannot be applied on previous balances.
- For additional RGA questions and/or support, please contact RGA@twusa.com

Freight Policy

- Techniweld USA utilizes a minimum order threshold allowing orders totaling above this threshold to qualify for prepaid freight. The minimum order amount to qualify for prepaid freight varies by customer and may change with written notice. Deliveries to remote areas may require higher spend to receive free shipping.
- Prepaid freight includes transportation of products on a specific order to a commercial address with a loading dock.
- Any special routing defined by the customer will be the sole responsibility of the customer and relevant freight charges will be added to the invoice.
- All additional services that are requested of Freight/parcel carriers by our customers including, but not limited to, lift gates, restricted access, delays, inside deliveries, appointments, call-aheads, inside deliveries, or additional restrictions are not covered by Techniweld USA and will be billed separately to our customers as accessorial charges.
- If for any reason the requested shipping method is unavailable for this shipment, it will be sent best way (Pre-pay & Add)
- Items prone to damage in small quantities, such as filler metal spools, when sending by parcel will be sent by LTL freight (Pre-Pay & Add) upon the discretion of the shipping department.
- For purchase orders where a majority of the dollar value is ER70S-6, at least one pallet quantity (i.e. 2200lbs for drums, 2376lbs for 33lb spools and 2640lbs for 44lb spools) of ER70S-6 must be purchased in order to receive free shipping. This is the most efficient way to deliver product to our customers that both minimizes freight cost, which we can pass along in the form of low pricing, as well as minimizes potential freight carrier damage due to additional banding, corner guards, and other pallet reinforcement.
- In accordance with Techniweld USA's Terms of Service, all billing disputes including those related to damaged product, freight claims, missing items, etc. should be handled in a timely manner. Techniweld USA allows 5 days from delivery to report concealed damage or missing items. Techniweld USA is unable to process these types of requests after that point. Proof of delivery can be provided by Techniweld USA up to 90 days after delivery. Proof of delivery after 90 days is the responsibility of the buyer to obtain.

Convenience Fee for Small Orders

For orders totaling less than \$100, a small order convenience fee of \$10 will incur.

Choice of Venue

This Agreement shall be governed by the laws of the state of Georgia, without giving effect to any principles regarding conflict of laws. If there is a lawsuit, distributor agrees upon Techniweld USA's request to submit to the jurisdiction of the courts of Fulton County, State of Georgia. Distributor consents to personal jurisdiction in the State of Georgia.

Agreement

By establishing a customer account with Techniweld USA, I accept the Terms and Conditions of Sales, Website, Cookies, and Privacy Policies outlined on behalf of myself and/or my organization.

Signed by: _____

Printed Name: _____

Date: _____

Contact Us

Please visit www.twusa.com to find 24/7 service for customers to check pricing and current availability of products, place new orders, review previously placed orders, and find available certs and SDS for our products.

For any questions or concerns about Techniweld USA's Terms and Conditions of Sales, please do not hesitate to contact us via our website, phone, or email us at:

sales@twusa.com

Toll Free: (800) 445-2152 | Local: (404) 699-9900 | Fax: (404) 699-7800

Monday – Friday, 8 AM to 6 PM ET

Thank you for doing business with Techniweld USA!