

TSI/SSG Terms & Conditions of Sale & Warranty

1. Offer and Governing Provisions. Tire Service Equipment Mfg. Co., Inc. and SAF-TEE Siping & Grooving Inc. ("TSISSG") is pleased to offer for sale the tools and equipment manufactured or marketed by TSISSG ("Product") and subject to the following terms and conditions. Customer agrees and represents that he is buying the Tools and Equipment for his/her own use and not for resale. Customer's placement of an order for a Tools and/or Equipment constitutes Customer's unconditional acceptance of the following terms and conditions. These terms and conditions are subject to change without prior written notice at any time and in TSISSG's sole discretion.
2. Personal Use Warranties for Products. Customers buying Tools and Equipment for personal use can obtain the Product warranty information by mailing a written request that includes a description of the Product to:

Tire Service Equipment Mfg. Co., Inc. and SAF-TEE Siping & Grooving, Inc. Consumer Warranty Information Center
3451 South 40th Street
Phoenix, Arizona 85040

3. Warranty — *TSI and SSG equipment is warranted to be free from defects in materials and workmanship for a period of one year from the date of original purchase to original owner. Repair labor is warranted for 90 days from date of original purchase. Bushings, blades, bearings and normal wear and tear are not covered under warranty. Careless handling, negligence, misuse, abuse, mutilation, improper operation, making unauthorized repairs, additions, and/or alterations automatically cancels this warranty and relieves TSI of any obligation. Cheetah tanks claimed to be defective while under warranty will be evaluated at our manufacturing plant and either repaired if possible and returned or credit issued to account (our discretion). Damage resulting from dropping the tanks will not receive warranty consideration. Warranty parts need to be returned, prepaid, to the plant for credit; any replacement parts shipped from the plant will be shipped at the customer's expense. Machines requiring warranty work must be brought to the manufacturing plant in Monticello, MN or to a repair facility authorized by TSI/SSG.*
4. LIMITATION OF LIABILITY. TSISSG AND ITS AFFILIATED COMPANIES AND THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES, COSTS OR DAMAGES INCURRED BY BUYER OR OTHERS, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE TOOLS AND/OR EQUIPMENT, OR FROM ANY OTHER CAUSE WITH RESPECT TO THE TOOLS AND/OR EQUIPMENT OR THE FOREGOING WARRANTY, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUES, ANTICIPATED SALES, BUSINESS OPPORTUNITIES, GOODWILL, OR INTERRUPTION OF BUSINESS OR OTHER INJURY OR DAMAGE).
5. Notice of Tool and Equipment Design. TSISSG reserves the right to make changes in design or construction at any time without incurring any obligation to incorporate such changes in Tools and/or Equipment previously sold. TSISSG also reserves the right to discontinue the manufacture or offering for sale of any Tools and/or Equipment at such time to be determined by TSISSG in its sole discretion.
6. Tool and Equipment Dimensions. Dimensions shown on this website have been rounded up to the nearest fractional size or nearest tenth millimeter and are not exact product specifications.
7. Shipping; Title; Risk of Loss. Title to Tools and/or Equipment will pass from TSISSG or TSISSG's suppliers to Customer on shipment from TSISSG's facilities or other designated third party supplier's facility. Loss or damage that occurs during shipping by a carrier selected by TSISSG is TSISSG's or TSISSG's supplier's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. TSISSG reserves the right to make delivery of Tools and/or Equipment in installments.

In the event the shipment has not been received within 14 days of the billing (hard charge) to the credit card, the customer must contact TSISSG so a tracer can be initiated on the shipment. Typically customers receive their parcel post and priority parcel post shipments within 10-14 business days; however parcel post shipments have been documented of up to 6-8 weeks for delivery. Tracers on shipments through the US Postal Service cannot be done until 8 weeks from the shipment date.

8. Returns of Product. **WARNING!! Goods returned without RGA will be refused.** A Returned Goods Authorization form must be obtained before returning any material or goods. All non-warranty returns will be subject to a **15% restocking fee**, plus any additional charges for reconditioning / repackaging.

TSISSG strongly encourages you to send returns with a tracking number or delivery confirmation number. TSISSG recommends that you (1) use a carrier that offers shipment tracking for all returns and (2) either insure your package for safe return to TSISSG or declare the full value of the shipment so that you are completely protected if the shipment is lost or damaged in transit. TSISSG is not responsible for lost or damaged returns. If you choose not to (1) use a carrier that offers tracking or (2) insure or declare the full value of the product, you will be responsible for any loss or damage to the product during shipping. Replacement or refund will not be issued unless a valid proof of delivery can be provided.

Refunds will only be issued to the credit card used for the original purchase. In the event that card is no longer active, a refund will be issued via check.

9. Delay. TSISSG and its affiliates and third party suppliers shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond TSISSG's or its third party supplier's reasonable control, including, without limitation, any act of God, act of Customer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Customer's exclusive remedy for other delays and for TSISSG's or its third party supplier's inability to deliver for any reason shall be rescission of the sale of Tools and/or Equipment.
10. Governing Laws. These terms and conditions, and use of this website, shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to principles of conflicts of laws. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any provision which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability of such provision in any other jurisdiction.

<http://tsissg.com/warranty-registration/>