

Terms & Conditions

All sales are expressly limited to and made conditional upon the terms and conditions contained herein. This document is a conditional acceptance by the Seller of the Buyer's offer to purchase Seller's goods. It may contain terms which differ from or add to those contained in the Buyer's purchase order, and to the extent that this is the case, the Seller hereby expressly conditions its acceptance of the Buyer's offer on the Buyer's assent to the additional or different terms. Objection by the Buyer to any of the terms contained herein shall be deemed to have been waived if written notice of the objection is not received by Seller within ten days of the receipt of quotation, order acknowledgement or invoice or before part of the described goods are accepted by the Buyer, whichever occurs first.

PAYMENT: Open account is only extended to well-rated accounts with Dun & Bradstreet or other credit reporting services used by Seller and/or to accounts established with our credit department.

NEW CUSTOMERS, NON-RATED OR DELINQUENT ACCOUNTS must include payment with order. This will expedite your order. 50% deposit is required on C.O.D. orders for stock merchandise. Full payment in advance is required on custom made orders of C.O.D. customers.

A late payment charge of 2% per month, or the maximum amount allowed by law (if less), will be applied to the balance owed after the payment due date. The Buyer agrees, in the event that affirmative action is required on the part of the Seller to collect the amount owing to Seller by Buyer, to pay to Seller all costs of collection including reasonable attorney's fees. No extra dating will be extended.

MINIMUM BILLING: For orders under \$30.00 a \$7.50 handling charge will be added.

PRICES: Prices on acknowledged orders are firm. Prices listed in any catalog or price list are subject to change without notice. Quotations for custom made or special order merchandise are valid for 30 days after issuance.

DIES, TOOLS AND PATTERNS: Charges made for dies, tools and patterns are part of the purchase price of the goods and do not convey ownership to Buyer. All dies, tools and patterns remain the property of Seller, unless otherwise agreed by Seller in writing.

SPLIT DESTINATION OR DROP SHIPMENTS: A handling charge of \$10.00 for 1 destination drop shipment. Multi drop shipments add \$25.00 per address.

DELIVERY CHARGES: All sales F.O.B. point of shipment unless otherwise stated. All costs of freight, transportation, mailing and insurance, unless prepaid and all demurrage charges shall be paid for by Buyer. Buyer shall also pay for all increased freight rates whether prepayment for freight rates has been made or not.

DELIVERY: Delivery of the goods by Seller to the carrier at the point of origin shall constitute delivery of the goods to Buyer and thereafter the shipment of goods shall be at the Buyer's risk. All claims and allowances for damage to the merchandise incurred in transit must be filed against and presented immediately to the carrier by the Buyer.

DELIVERY DATES: Anticipated Shipping Dates are our best estimate at this time. Guaranteed Delivery Dates are our promise to deliver by a specific date; however, the Buyer is responsible for any air freight, messenger or other extraordinary delivery charge.

BACK ORDERS: Unless otherwise stated we will ship and invoice all available merchandise and back order delayed items.

DELAYS: All orders are accepted by Seller upon express understanding by Buyer that Seller shall not be liable for delays in delivery of the goods or inability to deliver the goods caused by or due to inability to obtain transportation, equipment, or material, or by reason of insurrection, fires, floods, storms, embargoes, actions of any military or civil authorities, whether legal or de facto, strikes, labor difficulties, riots, lock outs, acts of God, or similar or different circumstances beyond the control of Seller. All merchandise is subject to prior sale and our ability to deliver.

WARRANTY DISCLAIMER: All articles made or distributed by Seller are double inspected before shipment, and a claim is made by Buyer in the manner set forth below. Seller will repair or replace the nonconforming goods, at Seller's sole option, unless otherwise agreed by Seller in writing. Seller makes no warranties express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. In no event shall Seller be liable to Buyer for incidental or consequential damages.

STATUTE OF LIMITATIONS: Any action for breach of contract or sale must be commenced by Buyer within one year after the cause of the action has accrued.

CLAIMS: Claims for shortages, defects, and nonconforming goods must be made by Buyer in writing within ten days of receipt of the goods; no claims made after the expiration of such period will be entertained or allowed. Such writing shall state with particularity all material facts concerning the claim then known to Buyer. Buyer shall hold the goods complained of intact and duly protected until further notice from Seller. Buyer shall in no event return any goods to Seller unless expressly authorized to do so in writing by Seller.

RETURNED GOODS: All sales are final. The Seller will accept return of certain stock products for credit on account, subject to the following restrictions. Written authorization for return must be made by Seller prior to return of goods. Unused and unopened goods only may be returned.

BUYER MUST PREPAY RETURN FREIGHT: Custom made and other special order items are not returnable. No cash refunds will be made. Credit on account will be issued less a restocking charge equal to 15% of the net value of the goods returned.

ADJUSTMENTS: The Seller reserves the exclusive right to make the final decision concerning repairs, replacements, or other adjustments when a complaint has been registered. We will not be responsible for any adjustment or replacements made by distributors without prior written authorization from the Seller's General Offices.

PRODUCT SPECIFICATIONS: All specifications subject to change without notice.