

PG19 GENERAL TERMS AND CONDITIONS



FREIGHT ALLOWANCE: F.O.B Montgomery, Alabama or Service Center with full freight allowed shipment of \$5,000 net amount or more within the continental United States. Smith will prepay and invoice the buyer the freight with the intention of delivering orders complete in a single shipment. In the event of a backorder, the first and second backorder will be shipped FFA. The third and following backorders will be prepaid and add. **Note:** If any product dimension is larger than 92" or if any single item weighs more than 3,500 lbs., this would be an oversized and/or overweight product and our standard FFA terms may not apply. Please contact our Customer Service for guidance on potential additional shipping charges.

ALASKA: Individual order of \$5,000 net or more shipped from Montgomery, Alabama F.O.B. Anchorage/Fairbanks, Alaska. Individual order less than \$5,000 shipping from Montgomery, no freight allowance. Individual order of \$5,000 net or more shipped from West Coast service center F.O.B Anchorage/Fairbanks, Alaska. Individual order less than \$5,000 net, no freight allowance. All other conditions stated in "Freight Allowance" above apply.

HAWAII: Individual order of \$5,000 net or more shipped from Montgomery, Alabama F.O.B West Coast. Individual order of \$5,000 net or more shipped from West Coast service center F.O.B. Hawaii. Individual order less than \$5,000 net, no freight allowance. All other conditions stated in "Freight Allowance" above apply.

PUERTO RICO: Individual order of \$5,000 net or more F.F.A. All other orders F.O.B Montgomery, Alabama. All other conditions stated in "Freight Allowance" above apply.

TERMS AND CONDITIONS OF PAYMENT: Terms of payment are **Net 30 from date of invoice**. All pricing in U.S. currency. Past due accounts will be subject to a 2% per month service charge from the date of the invoice. If any proceedings be instructed by or against Buyer under any bankruptcy or insolvency law, or if Buyer shall fail to make timely payment on this or any other order, or if, in the Company's judgment, Buyers financial situation justifies such action, the Company may, at its election, require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If Buyer delays completion of manufacture, the Company may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and expense. In all cases, regardless of partial payment, title to the Products shall remain in the Company until payment for the Products (including any notes given therefore) has been made in full. Should legal action be necessary to enforce payment of an unpaid invoice, the Buyer will assume full responsibility for any court costs and reasonable attorney fees. All orders are subject to credit check and approval prior to shipment. **The minimum order value is \$100 NET. In the event an order is received under that stated minimum order value, a \$25.00 "minimum invoice service charge" will be applied to the order but at no time will the minimum order exceed \$100.00 NET before shipping, handling and taxes. All service charges are non-refundable.**

DEBITS, CREDITS, DEDUCTIONS, RETURNS: All items in these categories must first be referred to your local Jay R. Smith representative for APPROVAL & prompt handling. All items in these categories must be accompanied with a photocopy of the invoice on which the material was charged.

QUOTATION TERMS: List price and discount are protected for 30 days from **Bid Due Date**. If an order is received within this period, the material must be released within 30 days from date of order: otherwise prices will be those in effect at the time of shipment.

ORDER ACCEPTANCE: All catalogs, price lists, literature or other material describing our products are not to be construed as offers to sell same. Orders are subject to acceptance by us at our office in Montgomery, AL. Your order, when shipped by us, shall be the complete contract between us, subject to and incorporating therein the terms and conditions herein contained, and any inconsistent provisions contained in your order shall not apply. Prices and discounts contained in any of our catalogs, price lists or other literature are subject to change without notice.

CANCELLATION: Orders are not subject to cancellation without our written consent. If an order is cancelled, the Buyer shall pay all costs incurred with filling the order. Any charges incurred because of cancellation or change of special material made on order must be paid for by the Buyer. Any items not cataloged by us and made on special order remain the property of the Buyer and must be paid for.

GUARANTEE/WARRANTY: All Smith products are guaranteed against defective materials and workmanship for a period of one year from the date of purchase. We will replace, free of charge, any product proven defective that has been properly installed, properly maintained, and used in accordance with recommended instructions. We shall not be responsible for any labor charges or any loss, injury or damages whatsoever, including incidental or consequential damages. The implied warranty is limited solely to the replacement of the defective goods. This warranty is in lieu of other warranties, express, implied in fact or implied by law.

DELAYS: Smith will not assume any liability for delays or defaults occasioned by strikes, fires or exercised by governmental authorities, failure to obtain materials, or by any cause unavoidable beyond its control.

RETURNED GOODS: Material may be returned subject to the following conditions:

1. Must first be referred to your local Jay R. Smith representative for inspection, approval, and prompt handling;
2. **Minimum value of \$100.00 net;**
3. Credit for parts given only if purchased as parts;
4. Wholesaler must identify original shipment of material by invoice number and invoice date;
5. Prior written permission;
6. 25% restocking charge;
7. Any charges necessary to put the material into saleable condition;
8. Credit will be issued for galvanized material at the value of painted iron; chrome plated and nickel bronze at the value of polished bronze;
9. Credit will be issued to apply only against future purchases;
10. Outgoing freight will be deducted from the credit;
11. Material must be returned freight prepaid;
12. The letter "N" in parentheses following an item on the acknowledgement of a purchase order or on the invoice for the item, indicates that the item has been made especially for the order and is not subject to return or cancellation;
13. Discontinued or obsolete material ONLY returnable by special negotiation.

ILLUSTRATIONS AND DESCRIPTIONS: All illustrations, submittals and accompanying descriptions describe standard features of each product and do not necessarily show or describe the variations available. All designs are subject to change without notice, and, unless specifically stated on the order, material will be furnished of design in effect at the time the order is filled. All weights are approximate.

RISKS: Our responsibility ceases after the product has been delivered to the carrier in good order. It is the responsibility of the consignee to inspect each shipment carefully and file a claim with the carrier for any damage or shortage. Content shortages must be reported within 15 days after receipt of material. Any claim received after this time will be disallowed.

EXPORT SHIPMENTS: If special export packing is required, an additional charge equal to 10% of the net price will be made.

SHIPPING DATES: Promise of shipping dates are estimates, but not guaranteed.

TAXES: Any sales or manufacturer's tax imposed under existing or future statutes may be added to the price herewith effective and shall be paid by the Buyer.