



TERMS & CONDITIONS

Carter-Hoffmann is committed to continuous improvement of the Customer experience. With that in mind, the following Terms & Conditions are for clarification to ensure smooth business transactions. If you need to return items, refer to the below for specific guidelines.

1. Terms and Method of Payment

- a. All orders are subject to approval and acceptance by SELLER. No order accepted by SELLER shall be subject to cancellation, termination, suspension, change, reduction, cutback or other modification except with SELLER'S prior written consent based upon the Returns and Cancellations Policy below (section 4).
- b. SELLER'S standard terms of payment are for net 30 days from invoice date, with approved credit. The terms of credit, if extended, may be changed or credit may be withdrawn by SELLER at any time. Cash in advance (CIA) may be required on payments that are late more than twice during the calendar year or for new unestablished customers. No orders will be shipped on a Cash on Demand (COD) basis.
- c. Late payments are subject to penalty based on the invoice subtotal in the following manner:
 - 15 days past due – 1.0%
 - 30 days past due – 1.5%
 - 45 days past due – 2.0%
 - 60 or more days past due – 10.0%
- d. Prices do not include federal, state or local taxes, duties or other levies, now or hereafter enacted, applicable to the items deliverable under the sales order or invoice (hereinafter called ITEMS), which taxes, duties or other levies will be added by SELLER to the sales price and will be paid by BUYER unless BUYER provides SELLER with a proper exemption certificate.
- e. Packing for commercial shipment is included in contract price. Any special packaging, crating, or shipping instructions must be noted on BUYER'S original order and acknowledged by SELLER.

2. Title and Delivery

- a. ITEMS shall be delivered FOB SELLER'S facility, and title thereto shall pass to BUYER, upon SELLER'S delivery of the ITEMS to a common carrier for shipment to BUYER.
- b. Any pre-paid freight must be acknowledged by SELLER.
- c. Orders qualifying for pre-paid freight, SELLER has the right to select the means of transportation.
- d. Any accessorial charges incurred because of Customer request will be the responsibility of the requester.

3. Inspection and Acceptance

- a. Thoroughly inspect all shipments. Do not accept a damaged or short shipment until exception is noted on the freight bill and pictures have been taken. BUYER will be held responsible for all shipments with freight bills signed free and clear.
- b. If concealed damage is discovered, contact the freight company immediately for inspection and file a claim. Concealed damage must be reported to the carrier within 7 days of receipt.
- c. All damaged goods and shortages that are not properly documented and reported upon receipt become the sole responsibility of the BUYER.

4. Returns and Cancellations

- a. No returns will be accepted without an authorization number from Carter-Hoffman Customer Service, utilizing the following criteria:
 - **Stock/Catalog Items Only:**
 - Order Changes & Cancellations 14 days prior to shipping may incur a 15% fee.
 - Approved returns must be within 60 Days of Order Shipment Date, with a 30% Restocking Fee, Customer pays freight and is responsible for any damage enroute. Subject to pre-approval for new/unused equipment only.
 - No Returns after 60 Days of Order Shipment Date.
 - **Custom/Built-To-Order Items:**
 - No Order Changes will be accepted after 7 Days.
 - No Returns Accepted.

5. Warranty Issue

- a. Please contact technicalservice@carter-hoffmann.com for all Carter-Hoffmann related warranty issues.

6. General

- a. All prices are subject to change without notice. Orders from authorized accounts will be accepted with the understanding that prices are those in effect at time of shipment. These prices are exclusive of all sales taxes with may be levied by State, Federal, or City governments.
- b. SELLER'S "Terms and Conditions" as set forth above shall govern all transactions.
- c. SELLER reserves the right to change or discontinue the color, design, component content or price of any ITEMS in SELLER'S catalog or published price lists without prior notice at any time.