

TERMS AND CONDITIONS OF SALE

<u>Warranty:</u> All BRUSHKING products except brush cutter blades, saw blades, and shearing knives are warranted against manufacturing defects. Any item found to be defective will be replaced or adjustment made provided we are notified promptly upon receipt. We reserve the right to request that the item be returned to us for examination and cannot be responsible for labor charges incurred in the repair or replacement of any item. Debit memos will not be accepted without written authorization from us.

<u>Credit:</u> Open account terms may be extended to firms with satisfactory commercial credit rating. Firms without commercial credit rating can qualify for open account terms by supplying BRUSHKING with the name of their bank and three active credit references. To avoid delay in servicing an order we will ship C.O.D. when we lack proper credit information, or we can accept Visa, MasterCard, American Express, or Discover credit cards.

Payments Terms: NET 30 DAYS. Net amount of invoice is due in full 30 days after invoice date. A service charge of 1.5% per month (18% per annum) will be added to balances over 30 days old.

Minimum Order: \$50.00

<u>Freight Policy:</u> Orders will be shipped freight prepaid and added to invoice. Customers requiring specific routing will be shipped freight collect.

<u>Drop Shipments:</u> Orders will be shipped prepaid and added to the invoice.

<u>Claims:</u> All products are carefully inspected and packaged to assure delivery in good condition. **Product damage or loss occurring in transit is the responsibility of the carrier.** In the event of damage, you must advise the carrier within 15 day after delivery. We will give all reasonable assistance in tracing lost parcels or filing claims after we receive customer notification.

<u>Returned Merchandise:</u> Credit will not be issued for materials returned without a **Return Good Authorization** (**RGA**) **number.** Return requests must be communicated to our Naples office and include an itemized list with date and number of our invoice. **All returned items are subject to a restocking charge of 20%.**

Specifications: The dimensions, weight, strength, length, and other specifications shown in the catalog are subject to variation within reasonable tolerances.

<u>Orders:</u> All orders are subject to acceptance by our home office. We cannot be responsible for delays or inability to ship due to riot, fire, floods, strikes, or other causes beyond our control.

<u>Pricing:</u> All prices are subject to change without notice. Invoices will be based on the prices prevailing at the time shipment is made.