



TERMS & CONDITIONS OF SALE

AGREEMENTS:

All agreements are subject to availability of material, strikes, accidents, or other causes beyond our control.

WARRANTY:

We warrant for one year from date of shipment our manufactured products to the extent that we will replace those having manufacturing defects when used for the purpose which we recommended. If goods are defective, the amount of damage is the price of the defective goods only and no allowance will be made for labor or expense of repairing defective goods or damage resulting from the same. We warrant the products we sell of other manufacturers to the extent of the warranties of their respective maker. This is the seller's sole warranty. Seller makes no other warranty of any kind, expressed or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed seller's aforestated obligation are hereby disclaimed by seller and excluded from this warranty.

For special order products made to the customer's specification, warranty is not valid and we are not responsible for load requirements or liable for damages incurred from product failure.

CLAIMS:

No claims for shortages allowed unless made in writing within ten days of receipt of goods. All goods sent out will be carefully examined, counted and packed. Claims for goods damaged or lost in transit should be made on the carrier, as our responsibility ceases on delivery to the carrier.

SPECIAL ORDERS:

Orders covering special or nonstandard goods are not subject to cancellation except on such terms as may be agreed upon.

TERMS AND DESIGN:

Subject to change without notice. Refer to current price list for terms of sale. PHD reserves the right to revise product design without notification.

RETURNS:

We cannot accept return of any goods unless PHD's written permission has been first obtained, in which case same will be credited as follows:

- 1) All goods must be received in our plant in first class condition, if not, the cost of putting in salable condition will be deducted from credit.
- 2) Twenty-five percent (25%) will be deducted from credit memoranda issued for handling and restocking, less any charges allowed or paid by PHD Mfg., Inc.
- 3) Goods must be returned prepaid.
- 4) P.O.A. items cannot be returned.
- 5) There will be no returns of goods after one year from purchase date. Customer must provide invoice number.
- 6) There will be no return of goods under \$50.00, unless it is the result of PHD's error.

TAXES:

To the price and terms quoted, there will be added any manufacturer's or sales taxes payable on the transaction under any effective statute.

MINIMUM INVOICE:

\$50.00 plus transportation.

FREIGHT ALLOWANCE:

All prices are F.O.B. point of shipment. On shipments of 2500 lbs. or more, rail freight or motor freight at the lowest published price is allowed to all U.S. highway points listed in published tariffs (Hawaii and Alaska excluded).

TERMS:

Net 30 days. Monthly settlements on all accounts. One and-a-half percent (1½%) per month or eighteen percent (18%) per annum will be charged on all past due accounts, starting on the 31st day after the date of invoice.

DIMENSIONS & WEIGHTS:

Although PHD Manufacturing tries to be as accurate as possible, all listed dimensions and weights are an approximation and are not guaranteed.