

TERMS & CONDITIONS

AS AN INVOICE, CREDIT MEMO, OR PACKING LIST, THE FOLLOWING TERMS AND CONDITIONS APPLY:

- 1. Terms: Our books close the 25th of the month. Payment is due on or before the 10th of the month following the date of purchase. All payments are past due thereafter. Past due accounts will be charged a service charge of 1-1/2% monthly [18% annual rate] on all past due balances. YOU ACCEPT CREDIT WITH THE UNDERSTANDING THAT ALL BILLS WILL BE PAID IN ACCORDANCE WITH OUR TERMS, REGARDLESS OF WHERE, WHEN OR HOW THE MATERIALS PURCHASED MAY BE USED. Deliveries may be held on past due accounts. All amounts due are payable in Dallas County, Texas.
- 2. Prices: Prices charged are in effect at time of shipment and are subject to change without notice. Firm written price quotations will be supplied on request [See Quotation Terms and Conditions].
- 3. Out of Stock Merchandise: Back orders are available upon request at the time of order.
- **4. Deliveries:** Delivery fees will be added to all orders based on distance and the amount of the order. We will remove the merchandise from our truck and you are responsible for moving the merchandise to its installation location.
- 5. Merchandise Loaded on Customer's Vehicle: We will place merchandise in customer's vehicle but customer has sole responsibility for securing the merchandise in the vehicle.
- 6. Freight Fees: Shipping fees equal to rates paid will be added when applicable.
- **7. C.O.D. Shipments:** All orders shipped C.O.D. will have freight company collection fee added if applicable.
- 8. Returns Policy: Authorization to return goods is required. Only items in original condition and packaging or defective items are eligible for return. All returns need the original sales invoice number and date of purchase.

Authorization must be requested within 30 days of delivery. Call the order desk who will note reason, assign you a Return Goods Authorization number used to issue credit, and make arrangements for shipping or pickup.

Return freight for non-defective merchandise must be paid by the customer. All credit for defective merchandise is subject to manufacturer's approval. All returned goods are subject to a restocking charge.

Special order items are non-cancellable and non-returnable. Dock sale items and discontinued items are non-returnable.

9. Damage/Shortage Claims: Claims for merchandise damaged in shipment should be filed directly with the specific freight carrier.

Claims for other damage or shortage whether concealed or obvious must be made to Seller within 3 days of receipt of order. Any quantity discrepancies and/or damage to carton or contents should be noted on the delivery receipt before signing. Please have invoice available for reference when reporting your claim to the order desk.

- 10. Warranties: Seller makes no warranties expressed or implied, including any warranties of merchantability or fitness. We do not claim responsibility for any labor charges, extraneous charges for other damages, nor improper installation or diagnosis. Replacement parts that have been installed are not considered new and may not be returned for credit unless defective.
- 11. Approval: All sales are subject to final approval by Seller.
- 12. Seller may at any time insist upon strict compliance with these terms and conditions not withstanding any previous custom, practice or course of dealing to the contrary.

AS A QUOATION, THE FOLLOWING TERMS AND CONDITIONS APPLY:

1. All quantities and types quoted are believed to be correct but are not guaranteed. The prices shown are good for 30 days and do not include any sales, excise or other federal, state, county, or municipal tax of any kind or freight unless specifically mentioned.