METAL FINISHING SUPPLY CO., INC. Mail: P.O. BOX 526 BROOKFIELD, WI 53008-0526 METAL FINISHING SUPPLY CO., INC. SHIP TO: 21575 DORAL ROAD WAUKESHA, WI 53186-1893

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~ **FAX:** (262) 782-8888 <u>metalfin@metalfinishingsupply.biz</u>

Terms & Conditions of Sale or Purchase

- 1. All sales are subject to Metal Finishing Supply Co., Inc.'s (seller) Terms & Conditions of Sale. These terms supersede any buyer's or other stated terms.
- All prices are in U.S. Dollars and are F.O.B.: Brookfield, WI or stated shipping point. Buyer is responsible for all incurred freight charges unless otherwise stated or agreed upon in advance.
- All orders are accepted with the express understanding that Metal Finishing Supply Co., Inc. will not be liable for any loss or damages resulting from any delays in shipment or delivery.
- 4. All order are subject to applicable government regulations, present and future.
- 5. Prices and design of products and equipment are subject to change without notice by seller or seller's supplier(s). Published literature may not accurately reflect current changes to products and equipment. Published prices may not be current and may change at any time. Buyers are subject to current product, equipment and pricing specifications at time of purchase.
- 6. IT IS THE RESPONSIBILITY OF THE PURCHASER TO EXAMINE GOODS UPON RECEIPT. Claims for lost shipments, damages of tracing of shipments are the responsibility of the consignee. Shipment by common carrier should be completely examined for damages or loss prior to signing receipt documents. The purchaser should contact the common carrier within twenty-four hours of receipt for claims on concealed damages and keep all cartons and documents for claim service. Report all defective materials and shipment shortages to Metal Finishing Supply Co., Inc. within 24 hours of receipt of shipment.
- Credit terms on all orders, unless otherwise stated in writing are limited to NET thirty (30) days for approved accounts.
- All accounts not on approved terms shall be on C.O.D./Prepayment status and payment is due in full at time of shipment. Visa, Mastercard, Discover, American Express, company check or wire transfer accepted as payment, unless otherwise stated. Credit Card payments must include signed authorization form for purchase.
- 9. All equipment sales are special made-to-order and are non-returnable. Standard terms of purchase on

equipment are 35% down, 35% due with shipment and 30% due in Net 30 days with approved credit unless otherwise stated on equipment quotes.

- 10. Past due accounts are subject to being placed on C.O.D. status or Credit Hold.
- 11. Buyers are responsible for any/all local, state and or federal sales, use taxes due on purchase, and shall not hold seller liable for those taxes.

Return Policy

- 12. In no case is merchandise to be returned to Metal Finishing Supply Co., Inc. or their suppliers for credit without prior authorization. Please contact Metal Finishing Supply Co representative for authorization and issuance of a Returned Goods Authorization (RGA) number. The (RGA) number must be included on all packages and correspondence. Items returned without a (RGA) number will not be accepted. All sales are final on equipment purchases, hose cut items, used abrasives and special order items.
- 13. Any material returned without prior authorization will remain the property of the sender and Metal Finishing Supply Co., Inc. will not be responsible for same.
- 14. Electrical components and special order items are not returnable.
- 15. No items will be credited after one (1) year from date of invoice.
- 16. All returns must be shipped freight prepaid. All returns may be credited on a new equipment, abrasive or parts order. If goods are not exchanged, they are subject to a twenty percent (20%) restocking charge or another amount as determined by factory restock charges at time of return. Products must be new and in re-sellable condition. Any cost incurred by seller to restore such goods to first class condition will be charged to the buyer (customer).

Shipping, Handling and Packaging fees and charges are not refundable unless it is determined to be a seller error or defective item(s), in which case seller will determine best way to return product.