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## TERMS & CONDITIONS: Company Policy

### TERMS OF SALE:

1% 10<sup>TH</sup> prox, Net 30<sup>th</sup>, Payment by the 10<sup>th</sup> of the month following purchase, a cash discount is allowed. Payment after the 10<sup>th</sup> is due by the end of the month, no discount is allowed. Any purchases not paid for within the above terms are "past due" which will result in the withdrawal of your credit line by us. In addition, a 2% (24% annual) service charge will be imposed. In the event that there is a default in payment, you, the customer, agrees to pay legal and court fees. We sincerely hope that you will always be able to take advantage of the cash discount, which in many businesses represents a good percentage of the final net profit.

### DISCOUNTS:

Discounts of 1% are automatically computed and the stated amount appears on your invoices for your convenience.

### CREDIT LINE:

Your Credit Line will depend on your payment record with us. If you require a special credit limit for a particular job that you know will exceed your credit line please call our Credit Department to discuss the possibility of special arrangements. Once your Credit limit is reached, all subsequent orders will be shipped C.O.D. until payment is made.

### SPECIAL FABRICATION:

For special fabricated sheet metal merchandise a 50% deposit and a detailed drawing must be presented to us before we will start any such work. No returns permitted on an order of this nature.

### CUT LENGTHS:

Cut lengths of materials such as cable, wire, copper tubing, angle iron, or any other material, which we might alter at your request, is not returnable.

### SPECIALLY ORDERED MATERIAL:

Specially ordered material is any material, which is not a stock item. A 50% deposit is required with the order of this merchandise and no cancellation will be accepted after 3 days. No return of this material is allowed.

### C.O.D. ORDERS

All Cash On Delivery orders are Net. There is no discount allowed.

### MINIMUM INVOICE:

An invoice will not be written for less than five dollars.

### SHORTAGE OF/OR DAMAGED MATERIAL UPON DELIVERY:

Every effort is made to prevent errors, shortages, and damaged material from being delivered to you. If this does occur it should be reported as soon as possible to our Traffic Department, preferably while our truck driver is still there with you. This will aid enormously in correcting any problems that may arise. Claims not made within 10 days of delivery will not be accepted.

### TRUCK DELIVERIES:

We offer free delivery to our customers where invoices total \$250.00 or more. Due to spiraling delivery costs we reserve the right to institute a handling charge and/or fuel surcharge.

### SPECIAL DELIVERIES:

When special deliveries are made by U.P.S., Parcel Post, or any other such means, by the request of the buyer, the shipping charges will be added to the billing.

### KEYS:

We regret that keys to your place of business can no longer be accepted by us to aid in delivery.

### RETURN MATERIAL:

Authorization must be obtained from our office before returning material for credit or exchange, and our Sales Representative must place a **Return Goods Tag** on the material before our driver will pick it up. Material that has been purchased within 30 days will be inspected and credited if acceptable. There will be no handling charge on material shipped through our error; however, all other returned items that were purchased more than 30 days will be subject to a 15% restocking charge. Material that is older than 90 days will not be credited. Items must be in good saleable condition and in original carton. In addition, some material may be subject to the restocking charges and return shipping charges of the manufacturer.

### DEFECTIVE MATERIAL:

Defective material will be replaced only if in warranty and all other terms of the manufacturer are met.

### FACTORY DIRECT SHIPMENT:

Delivery of material by a common or manufacturer's carrier in the form of a direct drop or LTL shipment shall be at your risk. You, our customer, shall claim all damages and or shortages directly to the carrier. We are in no way liable for any damages or shortages incurred. You, our customer, will be invoiced for the direct shipment plus the freight.

### GRATUITIES:

Gratuities to our truck drivers and sales personnel are frowned upon. Yaun Company drivers and sales personnel are prohibited from taking any form of gratuities that may be construed as payment for special service rendered. Yaun Company provides services to its customers and pays to have these services performed. There is no need for any further compensation to be paid by our customers.

### CONDITIONS OF SALE:

All orders and sales contracts are subject to our standard terms as stated herein, and if accepted will be subject to contingencies of manufacture, strike or other labor trouble shortage, fires, embargoes or other government acts, regulations or requests, delays in transportation, inability to obtain necessary materials and other causes beyond our control. Shipments and deliveries at all times are subject to the approval of our Credit Department and we reserve the right to require full or partial payment in advance, or with the order, if in our opinion, past dealings do not justify shipment on the terms of payment specified.

### LABOR AND DAMAGE CLAIMS:

Labor and damage claims against us are not allowed. All goods sold by us are warranted to be free from defects in material and workmanship, which warranty is in lieu of and excludes all other warranties, whether expressed or implied, by operation of law or otherwise. We shall not be liable for loss, damages or expense, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause relating thereto. Our liability in any case is expressly limited to the replacement (in the form originally shipped) of goods and complying with this warranty, or, at our election, a credit to the buyer of the particular price paid.

### RETURNED CHECKS: (Subject to change without notice)

A fee will be billed for any check returned to us by your bank.