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## **TERMS AND CONDITIONS OF SALE**

### **PRICES:**

All prices are net prices and are, with terms of sale, subject to change without notice. All orders will be invoiced at our price in effect at time of shipment.

### **SPECIFICATIONS:**

The dimensions, weights, strengths, lengths and other specifications shown on this invoice or in our catalogs are subject to variation within reasonable or stated tolerances. Published normal strengths apply to new, unused products. Any performance specifications are conditional on the proper size, material and quality; on proper design and maintenance of mechanical equipment on which the products are used; and on proper storage, handling use, maintenance and periodic inspections of such products during the period of their use.

### **WARRANTY:**

All Loos & Co., Inc. products are unconditionally guaranteed 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 or a sample of it be returned to us for examination. We cannot be responsible for labor changes incurred in the replacement of any item. Our liability for defects on any item shall not exceed it's replacement cost to us. Debit memos will not be accepted without written authorization from us.

### **CREDIT:**

Open account terms will be extended too firms with satisfactory commercial credit rating. Firms without commercial credit rating can qualify for open account terms by listing on their order the name of their bank and three active credit references. In the absence of adequate credit information, we may ship your order C.O.D. to avoid delay.

### **PAYMENT TERMS:**

Net 30 Days. The net amount of this invoice is due in full 30 days after the invoice date. A service charge of 1.5% per month (18% per annum) plus any collection charges incurred will be added to the outstanding balance over 30 days old.

### **FREIGHT CHARGES:**

F.O.B. shipping point. All shipments are made freight collect from the designated shipping point. We will make every effort to see that our customers receive the best possible combination of freight and rating. Whenever possible we will attempt to combine shipments to minimize freight costs; however, we cannot guarantee this on each and every shipment. We will gladly follow your instructions as to carrier and routing.

### **CLAIMS:**

All products are carefully inspected and packaged to insure delivery in good condition. Product damage or loss incurred in transit is the responsibility of the carrier. The carrier has accepted this merchandise in good condition as your agent. In the event of damage, you must advise the carrier

within 15 days after delivery. We will give you reasonable assistance in tracing shortages and filing claims, but we cannot be responsible for damage or loss in transit.

**RETURNS:**

Materials found to be out of specification, or are otherwise being rejected, are to be reported to Loos & Co. within 15 days of delivery, and a return materials authorization number will be issued. No credit will be issued for materials returned to us without a Return Materials Authorization (RMA) number. Return requests must be communicated to our home office and they must include an itemized list of the materials to be returned with the date and number of the invoice on which they were shipped. All returned items are subject to a restocking charge of 20%. Cut lengths of cable under 500 feet are not returnable for credit. Returned goods will not be accepted unless tagged with a special return label which we will supply with the RMA number.

**ORDERS:**

All orders are subject to acceptance by our home office. We cannot be responsible for delays or non-fulfillment due to riot, fire, flood, strikes or other circumstances beyond our control.