



## ***Terms and Conditions of Sale and Return Policy***

### Warranty Returns

- 1) Only **brand new** material, never used or placed in service, may be replaced immediately. Otherwise, the material must be returned to Oklahoma City to be sent in to the factory for service. Warranty merchandise must be returned freight prepaid to Oklahoma City. If the merchandise is determined to be covered under warranty, the merchandise will be repaired or replaced under the manufacturers warranty terms, and prepaid freight to the customer. We shall not be obligated to repair or replace material which has been repaired by others, abused, improperly installed, altered or otherwise misused or damaged in any way.
- 2) No material will be accepted for return credit without prior permission, which must be requested within 6 months of shipping date of material. Otherwise, a 20% restocking charge on the invoiced price will be in effect. Merchandise must have proof of purchase (copy of invoice) from the Jay Courtney Company. No return allowed on "product promotion" or other special pricing, special order items, or on obsolete products. Returned goods and packaging must be in new and resalable condition, unused, current design, for full credit. No refund on freight charges, and freight must be prepaid back to original shipping point. If freight was paid by Jay Courtney Company in original shipment, that freight will also be deducted from credit on returned merchandise.

### Quotation and Pricing

- 3) Written quotes are good for 30 days, unless otherwise noted. Availability of item(s) quoted is subject to prior sales. FORCE MAJEURE: Estimated shipping schedules are based upon conditions prevailing at the dates of quotations or acknowledgement of orders. Jay Courtney Company shall not be deemed to be in default or liable for any delay or failure of performance hereunder caused by fires, floods or other acts of God, strikes or other labor troubles, governmental acts or restrictions, or other unforeseeable causes beyond the reasonable control and without the fault or negligence of Jay Courtney Company.
- 4) Stenographic, clerical and computer errors, subject to correction.
- 5) Prices shown are current prices. Prices are subject to change without notice. Non-stock items cannot be cancelled or returned.
- 6) Orders received with a net value less than \$50 will be subject to a \$10 net handling charge.

### Incorrect Merchandise

- 7) All claims for shortages or incorrect merchandise must be reported within seven days of receipt of order. Note: Jay Courtney Company shall not consider merchandise shipped against verbal, non-confirmed orders as qualifying for incorrectly shipped merchandise return.
- 8) We reserve the right to sell only thru established stocking jobbers in good credit standing.
- 9) In no event shall we be liable for incidental or consequential damages arising out of or from the use of our products.

### Claims for shortages or damages

- 10) Our responsibility ceases upon delivery to any common carrier, and we do not, unless previously instructed, insure shipment beyond the point of delivery to such carrier. All claims for shortages or damages must be filed with the carrier.

### Payment Terms

- 11) For customers with established credit terms: 1% 10 days, Net 30 from shipment date.
- 12) If credit is not established, payment plus estimated freight charges shall accompany purchase order for non-standard products. For standard products (off the shelf) Jay Courtney Company will ship C.O.D. or by credit card.
- 13) Jay Courtney Company reserves the right to revoke any credit extended to customer if customer fails to pay for any shipments when due.
- 14) Payment terms are specified on the invoice. Any invoice not paid when due is subject to a late payment charge of 1.5% per month, or if such rate is greater than the maximum rate permitted by applicable law, then at the highest rate allowed by applicable law.
- 15) In the event the Buyer fails to make full payment when due and Jay Courtney Company employs an attorney or collection agency to assist in collection of the account, Buyer agrees to pay all of Jay Courtney Company's reasonable cost of collection including collection agency fees, attorney fees and court cost.

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