

# TERMS & WARRANTY



**Industries, Inc.**

## **TERMS:**

For all first time customers, we accept Visa, MasterCard or Discover. C.O.D. payments may be made upon approval from WBC Industries. Customers who are approved for credit will receive authorization for terms of net thirty (30) days. Customers with past due bills over sixty (60) days are placed on credit hold, and past due accounts over ninety (90) days will revert to C.O.D. or prepaid status. We reserve the right to revoke open credit terms for non-payment or consistently late payments.

## **COLLECTION COSTS:**

The customer will be held responsible for costs associated with the collection of any past due funds or attorney fees arising from collection effort made.

## **PRICES:**

All prices, including published prices, are subject to change without notice.

## **CANCELLATION:**

Special orders accepted by WBC Industries are not subject to cancellation without written consent. Terms of cancellation may include compensation to WBC Industries.

## **DELIVERY / SHIPPING:**

Shipments are FOB Westfield, NJ, and unless instructed otherwise all shipments will be via Ground Service. WBC Industries shall have no liability for delay in delivery due to carrier strikes. Every package is insured for its entire value against loss or damage. Costs for shipping vary depending on the weight and dimensions of the package and the customer's location. Extra fees may apply if shipping address is considered residential or if there is a rise in the cost of fuel. All in-stock items will be shipped on the same or next day that the order is placed. Special orders will be quoted in advance. A request to put shipping charges on a designated UPS or DHL account will be honored upon completion of an authorization form by the customer. In the event of any charge-backs to WBC Industries' UPS or DHL account, the customer must pay for the shipping charges via credit card or check.

## **DAMAGED MERCHANDISE:**

Please inspect all packages upon arrival. If you receive a box from us that was damaged in transit, do not accept the package. Report it immediately to the driver, and contact WBC Industries to resolve the problem.

## **RETURN POLICY:**

Special orders and custom orders are not returnable except in cases of defective product. In order to return items, you **must** obtain a Return Material Authorization (RMA) within **30 days** of the invoice date. Merchandise sent back to us **without** an RMA will be **refused**. We reserve the right to implement a 20% restocking fee for returns. All leather and plastic & metal hardware sales are final; therefore, these items are not returnable or exchangeable. WBC Industries is not responsible for loss of or damage to returned items while in transit.

## **WARRANTY:**

WBC Industries warrants that its products shall be free from defects in quality for a period of 20 days after shipment to a customer. WBC's liability is limited to the replacement of any products determined by us to be defective in quality, provided that claims for any defects are made within the warranty period.

This warranty supersedes all other warranties—express, statutory, or implied by fact or law—and there are no implied warranties of merchantability or fitness for a particular purpose made in connection with the sale of products. The warranty provisions shall not apply to defects resulting from improper or unspecified use or applications.

## **CONSEQUENTIAL DAMAGES:**

Sole liability for breach of warranty shall be limited to the replacement of the product as provided above and the customer waives all other remedies. WBC Industries shall not be liable for loss of profits, loss of use, damages of any kind, nor shall WBC Industries be liable for any costs of replacement incurred by the customer in the absence of specific written authorization from WBC Industries to make such a replacement.

## **ACCEPTANCE:**

Acceptance of the customer's purchase order is conditional on the customer's assent to any terms or conditions stated above which are in addition to or different from any terms or conditions stated in the customer's purchase order.

## **MISCELLANEOUS:**

The rights and obligations of the parties hereto shall be governed by the laws of the State of New Jersey.

## **ENTIRE AGREEMENT:**

The foregoing comprises the entire agreement between WBC Industries and the customer; there shall be no modification of the foregoing except as agreed in writing signed by WBC Industries and the customer.