

# Terms & Conditions of Sale

## Terms

Until annual purchases exceed \$15,000 and credit has been established, all orders must be paid for in advance or shipped C.O.D. Standard terms are net 10 days with approved credit. Any account with a balance 15 days beyond their terms may have credit suspended until brought current. All past due accounts will be subject to a finance charge of 2% per month (24% per annum) on the unpaid balance. Any check returned for non-sufficient funds will carry a service charge of \$35.00. Subsequent orders will be shipped C.O.D. requiring a certified check until credit has been re-established. In the unlikely event of default purchaser agrees to pay reasonable collection charges and/or attorney fees of not less than 33 1/3% of the outstanding amount of principal and interest and other costs of collection.

## Ordering

Part numbers are required when placing orders. Please give us a purchase order number if required by your Company. If you do not use purchase order numbers, the name of the person placing the order or the date ordered will be used. Special orders require a 50% deposit before processing. Special order merchandise is not returnable for credit or refund. Special order merchandise pricing does not include freight costs.

## Pricing

Prices are subject to change without notice. Coverstar Central reserves the right to invoice at prices in effect at the time of shipment and to periodically audit and correct typographical or calculation errors.

## Shipping

All stock merchandise is F.O.B. Coverstar Central warehouse. Drop ship, out of stock items and special order merchandise is F.O.B. the shipping point. Coverstar Central shall not be responsible or liable for any losses incurred by purchaser as a result of any delays in shipment. Shipments to residential addresses carry an additional service charge.

## Freight Claims

Coverstar Centrals' responsibility ends when an order is turned over to a common carrier. Purchaser must file all claims for lost or damaged merchandise with the carrier. If you give the carrier a clear receipt of goods that have been damaged in transit, you do so at your own risk. Freight damage or shortages should be noted on the receiving freight bill and filed with the delivering carrier. Coverstar Central must be advised of concealed shortages within 48 hours of delivery.

## Returned Goods

All returns must be authorized by Coverstar Central and must be issued a returned goods authorization number (RGA#) before shipping to us. Any merchandise returned without an RGA# may result in shipment being refused. Returned saleable goods are subject to a 20% restocking charges. Returned goods must be shipped prepaid. C.O.D. shipments will be refused. Freight Collect shipments may be refused or freight may be billed back to shipper.

## Warranty

Products sold by Coverstar Central are covered by Manufacturer's warranties and are subject to their terms. No other warranties, either expressed or implied, are given, by Coverstar Central. **Warranties cover *only* the product itself.** No warranty is given for shipping, travel or labor. You will be billed for shipping replaced or repaired items(s) back to you. If a cover repair is under warranty, the material used will be free of charge; however, charges for the sewing time will be incurred.

## Warranty Replacements

If a warranty replacement product is requested, we will invoice you for replacement product. Upon determination if the returned item is indeed covered under warranty, a credit will be issued to your account for the amount invoiced less any applicable freight.

## Product Safety & Liability

The dealer acknowledges its responsibility to supply its customers, all instructions, warranties and safety information provided by the manufacturers. The dealer shall install all safety labels on products in accordance with the manufacturers' instructions. The dealer acknowledges that some of the goods purchased can cause property damage and/or personal injury if not properly sized, handled, installed, maintained or used. The dealer shall be obligated to indemnify and hold harmless Coverstar Central from any and all claims or damage, loss or liability arising out of or connected with distributed goods that have been inadequately or improperly sized, handled, installed, maintained or used.