

# Terms & Conditions

## 1. New Accounts:

New accounts are required to complete a credit application. Customers requesting a Cash-Only or Check-Only account must also complete a credit application.

## 2. Ordering:

Orders will be accepted for accounts with established credit lines approved by our Credit Services department. We also accept Visa/Mastercard with proper approvals, cashiers checks or cash. Orders can be placed by telephone, e-mail, mail, be given to a McKillican sales representative, or be placed in person at your local distribution center, will-call service counter.

## 3. Prices:

McKillican reserves the right to change any prices contained in its catalog or other documents, at any time without notice. Prices are exclusive of all transportation charges, insurance costs, licenses or fees or any tax of any nature.

## 4. Credit:

Credit lines are established by our Credit Services department based on the amount of the line of credit requested, references on how the account handles similar lines of credit and information provided by independent credit reporting services. A McKillican credit application must be fully completed, signed, approved and on file prior to establishing credit. All orders are subject to approval by our Credit Services department. In the absence of satisfactory credit information, we reserve the right to ship on a Cash-Only basis. Credit accounts that are inactive for 12-months or more may require a new credit application to be completed prior to account being re-established.

## 5. C.O.D. Orders:

We do not accept or process C.O.D. orders.

## 6. Terms of Payment:

All account balances are payable on a Net basis, in accordance to our prevailing terms detailed on the face of our invoice. Any accounts not paid in full by that date will be considered past due and in default, and a service charge will be assessed at the rate of 1-1/2% per month (18% per annum). Any unpaid past due balances may cause your account to be changed to Cash-Only terms until the outstanding balances are paid in full or suitable repayment arrangements made with our Credit Services department.

## 7. Notification:

All customers are required to notify us in writing of any changes in name (corporate or DBA), ownership, address, phone and/or fax immediately to ensure no interruption of service. Notice of change is to be faxed or mailed to the attention of our Credit Services department. New credit application forms must be submitted for Ownership or Corporate Changes.

## 8. Sales Tax Exemption:

All companies must supply the Local State Resale Exemption Certificate, signed and dated in order for us to honor a Tax Exempt order request.

## 9. Returned Checks:

Should a customer check be returned to us for any reason, a dishonored check charge of \$50.00 will be assessed, and any established credit privileges may be revoked.

## 10. Minimum Invoice:

Any orders below \$25.00 net value will be invoiced at \$25.00.

## 11. Freight Policy:

Please contact your McKillican customer service representative or local branch for details on the freight program/policy in your geographic area.

## 12. HazMat Policy:

Hazardous materials will be shipped according to the customer's preferred method of delivery. Hazardous Materials surcharges assessed by delivery carriers, special handling charges, packaging charges or extra-ordinary freight charges will be passed on to the customer.

## 13. Packaging:

Special charges may apply for packaging required due to customer location or mode of transportation. Please consult your local McKillican Distribution Center for details.

## 14. Shortages/Claims:

All claims for shortages or damages must be reported to us within five (5) days of receipt of merchandise. Transit damage claims must be made directly with the delivering carrier. Goods in transit are at the risk of the customer.

Damages and/or shortages must be noted on the delivery receipt and be countersigned by the delivering carrier's agent. We will be pleased to furnish any information or assistance needed to establish your claim against the delivering carrier company.

## 15. Returns:

We accept returns on all items that were purchased from us in the past 30 days, were sold from our stocking inventory, and are in a re-saleable condition. We do not accept returns on non-stock or special ordered items.

Returned goods must have prior McKillican authorization. Please contact your customer service representative to request a Return Goods Authorization (RGA) prior to returning anything to a McKillican Distribution Center. Our warehouses will not accept returns without a valid RGA. A restocking charge of 20% will be levied on all returned merchandise that is re-saleable.

Credit will not be provided for goods returned in un-saleable condition; all items are subject to inspection before any credit will be issued.

## 16. Fitness for Use:

Customers are responsible to ensure that products delivered or shipped by McKillican are correct, prior to using such products. McKillican cannot accept returns or claims for incorrect product shipped, after such product has been cut, fabricated, modified or installed by customer.

## 17. Special Orders:

Deposits may be required for special order items. All items specially ordered cannot be returned, unless for manufacturer's defect. Cancellation of special order items may be subject to conditions of the manufacturer; deposits may be forfeited; additional charges may be added; or the cancellation may be refused and invoices issued for the full value of the merchandise specially ordered.

## 18. Warranties:

McKillican does not accept any terms, conditions, indemnities, liabilities or warranties for any product except those expressly made in writing by McKillican. Any other terms, conditions, indemnities, liabilities or warranties of sale are expressly rejected.

In no event shall McKillican be liable for any direct, indirect, incidental or consequential damages, including without limitation, any damage to customer's property, and work in process, lost opportunity, or claims by third parties.

## 19. CARB Compliance:

For CARB (California Air Resource Board) compliance tracking, use the manufacturing compliance label which is available on any of our full units that are sold. For less than full unit sales, the number on your pick ticket, is your CARB compliance reference number.