

# TERMS AND CONDITIONS

This catalog contains product specifications of certain products sold by JB Products. JB Products may, from time to time, discontinue, change or otherwise modify without notice any of the products listed herein. Possession of our catalog or price sheets by any person is not to be construed as an offer to sell that person or anyone else the goods listed herein at the price stated. All prices subject to change without notice.

## Terms of Payment

A 2% cash discount will be allowed on the net amount if paid on or before the 10th of the month following the date of the invoice before additions or deductions for transportation and before additions of any applicable taxes.

Net terms – 30 days from invoice date. A 1-1/2% service charge per month will be added to any past due balance.

Freight charges will be prepaid on orders for \$1000 or more net for shipment to one destination in the continental United States. Otherwise freight terms are F.O.B. South Bend, IN.

## Broken Cartons

Broken Cartons are not allowed for JB Products items which should be ordered in multiples of standard package quantities. Product orders for less than standard package quantities will be increased to standard package quantities.

## Shortage of Variance

No claims for variances from or shortages in orders will be considered unless presented within 5 days after receipt of goods.

## Returned Goods

Merchandise may not be returned for credit unless the Seller has agreed to accept them in writing. Where returns are accepted a deduction of 20% or \$20.00, whichever is greater will be made for rehandling. All transportation costs for returned goods must be paid by the Buyer. In any event, only saleable merchandise of standard manufacture may be returned for credit.

## JB PRODUCTS WARRANTY

**JB Products** warrants to its immediate customers that all goods shown and described in this catalog will be free from defects in material and workmanship, under normal usage and service. If any such goods prove defective in material and workmanship, under normal usage and service, and within one year from the date of JB PRODUCTS invoice to its immediate customer's place of business where the defective goods were originally shipped by JB PRODUCTS.

JB PRODUCTS shall not have the obligation to pay for any labor costs or any other expenses, excepting those specified above, incurred by its customers in replacing any such defective goods. JB PRODUCTS shall not be liable for any damages, losses, costs or expenses resulting from loss of use of the goods, loss of time, inconvenience, loss or damage to real or personal property, loss of real or personal property, loss of income, loss of profits, or personal injuries. JB PRODUCTS shall not have the obligation to replace any goods or pay for costs incurred in shipping replacements for goods which have been the subject of accident, negligence, misuse or abuse. The obligation of JB PRODUCTS under this Warranty is expressly limited to replacement of the defective goods and shipping costs specified above.

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