GENERAL TERMS AND CONDITIONS

FREIGHT ALLOWANCE: F.O.B. Montgomery, AL, or Service Center with full motor freight allowed on shipments of $5,000.00 net amount or more, within the continental USA, except Alaska, Hawaii, and Puerto Rico. We reserve the right to select the carrier and to route the shipment at our discretion. There is no allowance for Parcel Post, United Parcel Service or shipments by air.

ALASKA: All shipments F.O.B. Seattle.
HAWAII: Individual orders $5,000.00 net or more F.F.A. Individual orders less than F.F.A. no freight allowed. F.O.B. west coast.
PUERTO RICO: Individual orders $5,000.00 net or more F.F.A. All other orders F.O.B. Montgomery, AL.

TERMS: 2% cash discount allowed to approved accounts if paid on or before the 10th of the following month. Invoices not paid 30 days after invoice date will be subject to 1 1/2% service charge applied monthly. Minimum invoice: $25.00 net. Confirmed irrevocable letter of credit or cash in advance of shipment is required for accounts without an established line of credit.

DEBITS, CREDITS, DEDUCTIONS, RETURNS: All items in these categories must first be referred to your local Jay R. Smith representative for APPROVAL and prompt handling. All items in these categories must be accompanied with a photocopy of the invoice on which the material was charged.

QUOTATION TERMS: List price and discount are protected for 45 days from Bid Due Date. If an order is received within this period, the material must be released within 90 days from date of order: otherwise prices will be those in effect at the time of shipment.

ORDER ACCEPTANCE: All catalogs, price lists, literature or other material describing our products are not to be construed as offers to sell same. Orders are subject to acceptance by us at our office in Montgomery, AL. Your order, when shipped by us, shall be the complete contract between us, subject to and incorporating therein the terms and conditions herein contained, and any inconsistent provisions contained in your order shall not apply. Prices and discounts contained in any of our catalogs, price lists or other literature are subject to change without notice.

CANCELLATION: Orders are not subject to cancellation without our written consent. If an order is cancelled, the Buyer shall pay all costs incurred with filling the order. Any charges incurred because of cancellation or change of special material made on order must be paid for by the Buyer. Any items not cataloged by us and made on special order remain the property of the Buyer and must be paid for.

GUARANTEE/WARRANTY: All Smith products are guaranteed against defective materials and workmanship for a period of one year from the date of purchase. We will replace, free of charge, any product proven defective that has been properly installed, properly maintained, and used in accordance with recommended instructions. We shall not be responsible for any labor charges or any loss, injury or damages whatsoever, including incidental or consequential damages. The implied warranty is limited solely to the replacement of the defective goods. The implied warranty is in lieu of any other warranties, express, implied in fact or implied by law.

DEALS: Smith will not assume any liability for delays or defaults occasioned by strikes, fires or exercised by governmental authorities, failure to obtain materials, or by any cause unavoidable beyond its control.

RETURNED GOODS: Material may be returned subject to the following conditions:

1. Must first be referred to your local Jay R. Smith representative for inspection, approval, and prompt handling;
2. Minimum value of $100.00 net;
3. Credit for parts given only if purchased as parts;
4. Wholesaler must identify original shipment of material by invoice number and invoice date;
5. Prior written permission;
6. 25% restocking charge;
7. Any charges necessary to put the material into saleable condition;
8. Credit will be issued for galvanized material at the value of painted iron; chrome plated and nickel bronze at the value of polished bronze;
9. Credit will be issued to apply only against future purchases;
10. Outgoing freight will be deducted from the credit;
11. Material must be returned freight prepaid;
12. The letter “N” in parentheses following an item on the acknowledgement of a purchase order or on the invoice for the item, indicates that the item has been made especially for the order and is not subject to return or cancellation;
13. Discontinued or obsolete material ONLY returnable by special negotiation.

ILLUSTRATIONS AND DESCRIPTIONS: All illustrations, submittals and accompanying descriptions describe standard features of each product and do not necessarily show or describe the variations available. All designs are subject to change without notice, and, unless specifically stated on the order, material will be furnished of design in effect at the time the order is filled. All weights are approximate.

RISKS: Our responsibility ceases after the product has been delivered to the carrier in good order. It is the responsibility of the consignee to inspect each shipment carefully and file a claim with the carrier for any damage or shortage. Content shortages must be reported within 15 days after receipt of material. Any claim received after this time will be disallowed.

EXPORT SHIPMENTS: If special export packing is required, an additional charge equal to 10% of the net price will be made.

SHIPPING DATES: Promise of shipping dates are estimates, but not guaranteed.

TAXES: Any sales or manufacturer’s tax imposed under existing or future statutes may be added to the price herewith effective and shall be paid by the Buyer.