

RICHARDS-WILCOX No. 2035 Zig-Zag

TERMS AND CONDITIONS OF SALE - CONVEYOR DIVISION

PRICES

All prices and terms printed herein supersede all previous prices and terms, and are subject to change without notice. These prices are F.O.B. shipping point, exclude freight and are subject to a surcharge for packaging, state sales or consumer taxes as required.

SALES POLICY

Possession of this price list does not constitute authority to purchase and/or sell products contained within.

TERMS OF PAYMENT

Net 30 days from date of invoice. We accept Visa, MasterCard, and American Express.

WEIGHTS

Shipping weights printed herein are only approximate.

SPECIFICATIONS

Subject to change without notice.

DISCONTINUED ITEMS

We reserve the right, without notice, to discontinue the manufacture and sale of any item printed herein.

FREIGHT POLICY

Richards-Wilcox ships F.O.B., Aurora, IL 60506. The Conveyor parts ship as freight Class 55.

Other freight options include:

- Third Party, F.O.B. point of destination
- Collect, F.O.B. point of destination
- Prepaid and add, F.O.B. point of origin
- UPS shipments will ship prepaid and add actual cost or we ship UPS COLLECT using your UPS account number.
- PRIME Program (Positive Rate Information and Management Equalizer) is a very competitive freight program that allows Richards-Wilcox to pass full freight discounts directly to all Authorized Richards-Wilcox customers.

Normal delivery is dock-to-dock. Special requests such as inside delivery, lift gate service, residential delivery, etc. are subject to additional charges. All accessorial charges not requested on purchase order will be the responsibility of the consignee.

Delivery date and time are at the discretion of the carrier within reasonable transit time unless special arrangements have been made between the customer and Richards-Wilcox.

Customer routed shipments and pick-ups must be picked up from Richards-Wilcox within 48 hours of notification that the shipment is ready or Richards-Wilcox will ship prepaid and add.

TITLE TO MERCHANDISE

Title to merchandise shall pass to the buyer upon delivery by Richards-Wilcox to the carrier on FOB Factory. Buyer acknowledges that once Richards-Wilcox delivers goods to the carrier, title to the goods and risk of loss will pass to the buyer. If the goods are damaged by the carrier while in transit, the buyer has the sole obligation of seeking recourse from the carrier. If the goods are lost by the carrier, buyer may at their option either:

- 1) File a freight claim with carrier.
- 2) Place a new purchase order with Richards-Wilcox.

SHIPMENT LEAD TIMES

Shipment of standard catalog items will ship as follows:

High Frequency Components are considered to be one (1) week lead time items shown in bold type. Shipment should occur within one (1) week from receipt of order and necessary credit approval. This excludes unusual or abnormal item quantities in which case, our order acknowledgement will specify an approximate shipping schedule.

Low Frequency Components are those items indicated by a single asterisk * and light faced type are considered to be four (4) week lead time items. Shipment should occur within four (4) weeks from receipt of your order and necessary credit approval, excluding unusual or abnormal items quantities, in which case, our order acknowledgement will specify an approximate shipping schedule.

Expedited Components for shipments outside of standard lead times consult customer service; expedited charges will apply.

ORDER CHANGES

Any changes to an order after 3 days of the date of the first order acknowledgement are subject to a change order fee of \$50 for every change. At the discretion of Richards-Wilcox any changes to orders after receipt of an order acknowledgement are assigned a new delivery date regardless of the lead time quoted.

CANCELLATION CHARGES

If the customer cancels an order after 3 days of the date of the first order acknowledgement, the customer shall be subject to a minimum charge of 10% percent of the net amount of the order or actual expenses incurred by Richards-Wilcox, whichever is greater.

SPECIAL ITEM CHANGES OR CANCELLATIONS

Non-standard, non-stock specially designed product may not be changed, cancelled, or returned for credit. Richards-Wilcox reserves the right to determine what products are special.

DAMAGE IN TRANSIT

CAUTION: When you give the delivering carrier a clear receipt for a shipment in which there is damaged merchandise or a shortage, the carrier and Richards-Wilcox are relieved of further responsibility. All packaging is in accordance with carrier requirements.

For your protection, before accepting any shipment, examine it carefully. If there is evidence of damage or a shortage, insist that the delivering carrier make suitable notation to that effect on the freight bill before you sign it.

If, after receipt of shipment, concealed damage is discovered, immediately **notify the delivering carrier**, requesting immediate inspection. The inspection report should be used to support your claim against the carrier.

NOTE: Carriers require notification of concealed damage within 24 hours of delivery. Richards-Wilcox also needs to be notified of any concealed damage claims.

Any claim for damage or shortage on non-PRIME carrier shipments must be noted by you with the non-PRIME delivering carrier. Richards-Wilcox will not accept the return of merchandise damaged in transit. Your recourse is with the delivering carrier. Freight claim filing is the responsibility of the consignee and not Richards-Wilcox unless a PRIME carrier is used for the shipment.

SHIPMENT SHORTAGE CLAIMS

Shortage claims reported after 15 days beyond the shipment date will not be honored.

RETURN GOODS POLICY

1. Requests in writing for Return Goods Authorization must be made to the Richards-Wilcox Customer Service Department within 30 days of the shipment from Richards-Wilcox.
2. Richards-Wilcox will determine the eligibility to return any material and will notify the requester within 5 days upon receipt of written request. Richards-Wilcox will also instruct the requester to return the material to Richards-Wilcox or dispose of such before the issuance of the appropriate credit.
3. Special items and items not manufactured by Richards-Wilcox (purchased) will not be eligible for return.
4. Any material returned to Richards-Wilcox or disposed of without the proper authorization by Richards-Wilcox will be refused and no credit will be issued.
5. Returned goods must be shipped freight prepaid at the requester's expense within 30 days of receipt of written authorization. The requester must determine the carrier. If the RGA is due to a Richards-Wilcox error, freight can ship collect via PRIME carrier.
6. All material returned must be received in original packaging. Credit will be given on returned resalable material, only after receipt and inspection by Richards-Wilcox. All returned material must be accompanied by the Return Goods Authorization form. Credit for authorized returns are subject to a 25% restocking charge on the net acceptable material value.
7. Total value of returned material must exceed \$200.00 net.

SPECIAL MARKS/PACKAGING

There will be no separate markings for material within the same order...i.e. one order, one shipment and one invoice. These requests constitute separate orders and will be entered and invoiced accordingly. All material will be shipped in standard pack quantities unless otherwise specified on the purchase order. Where special requests are made for packaging that differs from the standard pack containment, the Purchaser bears full responsibility for the cost of such packaging as well as the condition of the product