

General Information/Terms and Conditions Price Policy

- 1. All prices and terms are subject to change without notice.
 - 2. All prices are subject to correction of clerical errors.
 - 3. Prices in proposals are for acceptance in 30 days unless otherwise stated.
 - 4. Prices are for shipments of standard package quantities, unless otherwise stated.
- B. All direct shipments from a manufacturer directly to the purchaser are subject to the following conditions:
 - The terms and conditions of sale in effect by the manufacturer are in effect for quotation and/or orders where shipment is to be made or is made directly to the Purchaser.
 - 2. If the Purchaser requires a delay in shipment to facilitate site preparation, transportation, unloading or any other reason, through no fault of the manufacturer or Resco, any extra costs incurred by Resco are to be billed to the Purchaser.

INITIAL ORDER

A.

New customers, unless satisfactorily rated by the commercial agencies, should supply credit references. This will avoid unnecessary delay in shipment. All new customers shall furnish a completed and signed credit application and also furnish a sales tax exemption certificate.

C.O.D. SHIPMENTS

To avoid delay in processing initial orders, customers may specify shipment C.O.D. via freight truck, UPS, or Parcel Post.

CATALOG ACCURACY

While every effort has been made to assure the accuracy of the Resco catalog, we do not guarantee its accuracy and will not be liable or responsible for damage, loss or liability as a result of damage to any property or injury or death of any person arising out of the use of the catalog. Standard package quantities, shipping weights and any other information contained in the catalog, supersede all previous listings, are not guaranteed, and are subject to change without notice.

TRANSPORTATION

- A. Shipments from stock. Delivery is F.O.B. shipping point (Resco warehouse) with freight by the most economical means prepaid and allowed.
- B. Direct shipments from a manufacturer to the Purchaser. Whenever shipments made directly to the Purchaser from our material supplier include charges for freight, handling, small order, broken package, etc., these charges will be passed on to the Purchaser. The Purchaser's invoice will include the above charge or charges as a separate charge.

DELIVERY

Delivery dates are our best estimates from sources available to us on the approximate delivery, and are not a guarantee of a specified date or dates. When approval of drawings or other factors contribute to a delay, the date of shipment shall be extended for a like period of time. All orders are subject to the acceptance of our general office.

CLAIMS

All packing is done with great care and we cannot be held responsible for loss or damage to material in transit. Claims for loss or damage should be made to the transportation company immediately upon receipt of the shipment. If we are promptly notified, we will lend all possible assistance in securing satisfactory adjustment. Claims for discrepancies, unless made within five days after receipt of material, will not be considered.

TERMS

Terms are net thirty days from the invoice date to established customers. Cash discounts will be allowed in accordance with the amounts and conditions shown on each invoice. It is our policy to invoice for each shipment, not as buyers' orders are completed, and all orders are accepted on this condition. Resco reserves the right to charge an annual 18% interest rate on amounts more than 10 days past due.

RETURN MATERIAL

Credit will not be allowed on merchandise returned without our consent. If permission is granted to return merchandise that was correctly shipped as ordered, it should be understood that it is to be returned in original cartons, in good order, that the freight is prepaid to our warehouse and that a restocking charge may be necessary. Our own mistakes will be corrected most willingly and promptly.

CANCELLATION

Items for shipment from our stock may be cancelled providing no work has been performed to fill the order. If work on shipment has been performed, a cancellation charge of ten percent (10%) will be made to recover handling costs plus applicable transportation costs.

TAXES

The amount of any tax, which the seller shall be required to pay for the Purchaser, shall be added to the invoice and paid by the Purchaser.

LIMITED WARRANTY

Merchandise offered for sale by us is warranted only to the actual extent of the original manufacturer's warranty. We make no express or implied warranties, whether of merchantability or fitness or for any particular use, or otherwise (except as to title) other than those expressly set forth above, and in no event do we assume, nor shall we be liable for consequential or special damages, or for installation adjustment or modification expenses whether direct or indirect. No waiver alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of Resco.

DISCLAIMER

Application information is to be used as a reference guide only, not Necessarily recommended by manufacturer or Resco. Applications may vary with utilities particular application and operation practices.