



Terms and Conditions

**TERMS:** Net 30 days from date of invoice with approved credit. A 1 1/2% per month service charge will be assessed on all past due invoices. All prices shown are f.o.b. (freight on board) factory. All prices are subject to change without notice.

**MINIMUM ORDER CHARGE:** A \$5.00 Handling Charge will be added for orders less than \$50.00.

**CREDIT:** If an open account is desired, contact the sales office for credit application. If immediate shipment is required, you may prepay or request C.O.D. shipment. Shipments will be discontinued on past due accounts and credit will be reinstated at the sole discretion of Douglas Industries, Inc. There will be a \$25.00 Handling Charge on all returned checks. VISA, MasterCard, Discover & American Express accepted.

**FREIGHT:** All products are shipped UPS or common carrier. Douglas Industries, Inc. reserves the right to specify carrier on all shipments that are freight paid or prepaid and added to invoice. Carriers specified by customer are subject to a \$10.00 Handling Charge and order is shipped freight "collect". Goods damaged in transit should not be accepted until transportation company's agent has noted the nature and extent of the damage on the freight bill. It is the customer's responsibility to file damage and shortage claims.

**REFUSAL OF SHIPMENT:** If an order is refused by the customer, the customer will be charged for all freight and a restocking charge of 20% of the invoice, with a minimum restocking charge of \$20.00, unless the error is due to a Douglas shipping error.

**DROP SHIPMENTS:** Each drop ship location is processed as an individual order. To avoid shipping errors we recommend all drop ship orders be faxed toll free 1-800-443-8907 or mailed to our sales office.

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**BACK ORDERS:** If an order must be back ordered, you will be notified. Back ordered items will be shipped as soon as available until your order is complete.

**WARRANTY:** Douglas products are warranted against defects and poor workmanship for a period of 1 (one) year unless otherwise stated in Douglas literature. Misuse or vandalism is not covered by any warranty. Douglas will repair or replace defective items upon authorized return (see RETURN POLICY). Douglas will pay ground freight only to replace defective products.

**RETURN POLICY:** No merchandise may be returned without prior authorization. Upon receipt of request for return, a RA # (return authorization number) will be issued and must appear on all return shipping labels. ALL RETURNS MUST BE SHIPPED PREPAID. Collect shipments will not be accepted. Credit for defective shipments will not be accepted. Credit for defective items will be issued only after our Inspection Department determines the items to be covered by warranty.

DOUGLAS INDUSTRIES, INC. EXTENDS NO OTHER WARRANTY EXPRESS OR IMPLIED FOR DAMAGE ARISING FROM THE USE OR ALLEGED FAILURE OF ANY PRODUCT NOR DOES IT EXTEND ANY WARRANTY OF MERCHANTABILITY. ALL MERCHANDISE IS TO BE SOLD UNDER THESE CONDITIONS WHICH NO REPRESENTATIVE OF THE COMPANY CAN WAIVE OR CHANGE. ALL PRODUCT SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THESE CONDITIONS AND TERMS SUPERSEDE ANY THAT MAY APPEAR ON THE BUYERS PURCHASE ORDER. DOUGLAS SHALL IN NO EVENT BE LIABLE FOR LOSS OF USE OR PROFIT, OR FOR OTHER COLLATERAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

\*\*Possession of a price list or literature does not constitute an offer to sell.

**APPLICANTS SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH THE TERMS LISTED.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Personal Guarantee for Corporate Accounts**

In consideration of the credit extended to the above firm at my/our request. I/we hereby personally guarantee the payment of all of its obligations to Douglas Industries Inc. to include all costs of collection and attorney's fees. I/we waive notice of acceptance of the guaranty, notice of sale of merchandise sold by Douglas Industries Inc. to the individual/firm designated above, and notice of default. I/we consent to the extension of time of payment of the indebtedness or any portion thereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

