

## **MacLean Senior Industries – Standard Terms & Conditions of Sale**

- 1) Accounts must be in good financial standing and are subject to MSI credit approval. MSI may periodically request updated financial information in reviewing its credit approvals.
- 2) Payment terms are Net 30 Days from the invoice date.
- 3) Shipping terms are FOB Factory, freight allowed on orders valued at \$7,500 or more shipping to a single location.
- 4) Minimum order size is \$500.
- 5) Minimum order quantity and order quantity multiple are the master pack quantity.
- 6) Drop shipments are subject to a 5% processing fee and have a minimum order size of \$500.
- 7) MSI warrants that the product it manufactures and sells shall be free from defect in material and workmanship for a period of 18 months from the date of shipment, or 12 months from the date of installation, whichever is shorter. The warranty covers normal use only and does not apply to products that are misused, modified, repaired or otherwise abused. MSI's sole obligation for breach of warranty shall be to repair, replace or refund the goods. Under no circumstances will MSI be responsible for any damage beyond the invoice price. No other warranties are either expressed or implied.
- 8) Returns are authorized at the discretion of MSI. No material can be returned without first obtaining a written return goods authorization from MSI. A copy of the authorization must be included with the material being returned. Products accepted for return must be in their original, unopened cartons, in standard package quantities, purchased within the last 12 months, of current design and manufacture, and in re-saleable condition. All returns are subject to a restocking and handling fee of 25% of the original net value of the products at the time of purchase. Material authorized for return must be shipped prepaid to MSI's designated location within 60 days of authorization. No returns will be accepted in the months of October, November or December. The value of returns must be \$500 minimum. Returns due to shipping error will not incur a restocking fee and MSI will pay the return freight.
- 9) MSI must be notified of any shipping discrepancies (shortage or damage) within 14 days of receipt of a shipment from MacLean factory or warehouse.
- 10) No additions allowed to existing orders after 48 hours of receipt of order by MSI.
- 11) Prices, terms and conditions are subject to change without notice.
- 12) Descriptions, specifications, weights and packaging information may be subject to variations.

Updated 6/15/21 - Conley