



Mercury Distributing USA
898 SW Park Ave Portland, OR 97205

www.mercurydistributing.us
info@mercurydistributing.us

P (901) 278-0000 | F (901) 278-0001

Effective June 1, 2021

The following details applicable Terms and Conditions of Sale for purchase orders originating and/or orders delivered to Canada, Mexico, Central and South American countries and the USA. These Terms and Conditions are subject to change at any time without notice and can be viewed at www.mercurydistributing.us and affiliated Mercury Distributing USA websites. These terms & conditions apply to all Mercury Distributing USA invoices provided to customers in the applicable sales region.

TERMS & CONDITIONS OF SALE

1. All items quoted in United States Dollars (USD) on a net basis.
2. All in-stock items provided in a quotation are subject to prior sale.
3. Standard quotation offers are subject to wire payment prior to shipping unless otherwise noted.
4. Export & importation costs: All export/importation customs administrative costs, taxes, levies, storage fees, inspection fees, customs brokerage fees, and/or any other associated costs incurred are for the administration and account of the purchaser.
5. Quotation pricing: Based on a full quantity order as per purchaser Request for Quotation, with one complete shipment to a single location. Any changes in quantities, partial shipments, or item specification changes/substitutions may be subject to price changes by Mercury Distributing USA.
6. Delivery dates: Mercury Distributing USA does not guarantee or maintain control over delivery dates and/or timing of delivery of goods once a shipment leaves Mercury Distributing USA shipping facilities.
7. Inspection of goods: The purchaser shall inspect all goods upon delivery and make a note on the Bill of Lading for any claims of lost, stolen, damaged or misdirected merchandise, and file any such claims directly with the associated transportation company carrying the goods, and not Mercury Distributing USA. Mercury Distributing USA accepts no responsibility and provides no direct or indirect warranties, guarantees or insurance cover for goods lost, stolen, damaged or misdirected in transit, and Mercury Distributing USA is not responsible for any associated damages, direct or consequential, that may be incurred by the purchaser or the purchaser's customer(s) as a result.
8. Special order and non-stock items are non-cancellable and non-returnable.
9. Minimum order \$75.00. All orders below this are subject to a non-refundable \$25.00 processing fee.
10. Return requests: All return requests must be made in writing to Mercury Distributing USA LLC. A Return Merchandise Authorization ('RMA') will only be issued to the original purchaser of the goods from Mercury Distributing USA. Mercury Distributing USA will not accept the return of goods purchased through any other supplier, manufacturer, distribution entity or other intermediary. The RMA includes a listing of goods approved for return consideration, possible restocking charges, and shipping instructions. Issuance of an RMA is required before any returned goods will be accepted for consideration and inspection by Mercury Distributing USA. All returned goods must be accompanied by a physical copy of the RMA for tracking purposes.

The original purchaser returning goods is responsible for coverage of all freight charges and customs fees, taxes, levies, storage fees, inspection fees, customs brokerage fees, and/or any other



associated costs incurred in relation to the return of goods approved by Mercury Distributing USA.

Restocking charges are deducted from the original net purchase price, and apply only to goods authorized for return by Mercury Distributing USA. Restocking charges are based on the number of days elapsed from the date of original purchase to the date the returned goods are received by Mercury Distributing USA, as follows:

- * Minimum 25% restocking charge on returned goods received 1-90 days from purchase date.
- * Minimum 35% restocking charge on returned goods received 91-180 days from purchase date.

All returns must be received within 180 days from date of sale to be considered for credit.

Additionally, all returned goods are credited less any pre-paid and allowed freight, rebates, allowances, discounts, special offers, etc. applicable to the original order shipped by Mercury Distributing USA.

Returned goods must be evaluated by Mercury Distributing USA and be in re-saleable condition, complete with all parts, sealed in complete original packaging, stored indoors away from moisture and direct UV light. Returned goods that are received missing parts, packaged in torn/missing or re-packaged material, have evidence of moisture intrusion or exposure to UV light, or goods stored outdoors will not be accepted for return.

Only returned goods authorized by a Mercury Distributing USA RMA, inspected and accepted by Mercury Distributing USA for re-sale, within the terms detailed herein, are eligible for issuance of a Credit Memo for use against future purchases only.

11. Payment terms: All orders shall be pre-paid by the purchaser. At the sole discretion of Mercury Distributing USA, payment terms may be granted at 30 days net upon issuance of a Mercury Distributing USA invoice, with any late payments subject to additional interest charges of 2% per month (24% annual APR) for overdue invoice amounts.
12. Limited Warranty: For Mercury Distributing USA LLC warranty information consult www.mercurydistributing.us.
13. Quotations issued by Mercury Distributing USA do not constitute an agreement or offer to enter into an agreement by Mercury Distributing USA LLC
14. All purchase orders accepted by Mercury Distributing USA are governed by Mercury Distributing USA LLC Terms and Conditions of Sale, as contained herein.