

TERMS OF SALE

1. Unless otherwise agreed to, all sales are made F.O.B. point of shipment. Title passes at point of shipment. **Buyer must make claims for damaged merchandise with carrier.**

2. **Goods may not be returned without prior consent from seller.** A 15% restocking charge (\$30.00 minimum) plus inbound and outbound freight charges will be assessed to any normally stocked goods, which are returned to seller in saleable condition. For merchandise that is not normally stocked by Access Elevator & Electric Supply, the manufacturers return goods policy will apply. Goods sold by Access Elevator & Electric Supply are products of reputable manufacturers, sold under their respectable brand or trade names in accordance with their terms and conditions.

Seller gives no warranty, express or implied, either to merchantability, fitness for any particular purpose, or otherwise. Seller will use its best efforts to obtain repair or replacement of any goods, which the seller and buyer agree are defective in workmanship or materials, from the manufacturer. Seller shall not under any circumstances be responsible for any special, direct, or indirect, or consequential damages to persons or property caused by the faulty operation or application of merchandise sold. Buyer waives any right to sue seller because of any such defects. This waiver does not affect the buyers right to sue the manufacturer.

3. Any advise regarding the application or suitability of a manufacturer's product for a particular purpose or installation shall not subject seller to any liability, warranty, or tort, including negligence. Laws, codes, and requirements such as the National Electric Code, California Electric Code, Underwriters Laboratories, and any applicable local building codes shall always govern buyer's installations and applications.

4. Buyer, by ordering goods, agrees to pay all reasonable costs and expenses, including attorneys fees and collection agency fees, incurred by seller in collecting any amount due with respect to goods sold.

5. Any unused credit(s) will expire 365 days from the date of issuance.