

# ABCROSBY & COMPANY, INC.

Industrial, Commercial, & Institutional Custom Furniture Manufacturer  
Building on a 260 Year New England Tradition

## Terms and Conditions

### Pricing:

Prices listed in ABCrosby & Company, Inc. (ABCrosby) quotes are Net Prices unless stated as List Prices on the quote. All prices F.O.B. Factory. All pricing is subject to change without notice. Quoted prices are for the specific items quoted at the quoted total quantity. A quote is required if the product specifications or the quantity changes.

### Specifications:

Standard specifications are subject to change without notice (except for committed orders, which are always filled as specified). Any item or material may be discontinued without notice.

### Sizes:

All dimensions specified are nominal. Acceptable trade practice allows tolerances of up to 1/4" for trimming allowance. If an exact size is required, the purchase order must so state. An additional charge may be required for fall-off material.

### Payment Terms:

Our standard payment terms are 50% deposit is required prior to release of order to manufacturing, with the balance due prior to shipment. Net 30 days terms can be established with the submission and approval of proper credit information and references. Manufacturer reserves the right to alter or eliminate credit terms at its discretion, at any time, without recourse.

Deposits may be required on large orders, custom work, or third-party products regardless of credit status.

All payments are to be made in US dollars. Checks returned for any reason will incur a \$30.00 net processing charge.

Balances over 30 days incur a 1.5% per month charge on unpaid balance. Any account with balances that are beyond the 30-day credit period may have current orders delayed in processing and shipment. Any open account customer with a balance beyond 50 days of billing date will automatically lose their credit standing and be required to pay for all subsequent orders in advance.

In the case of default of payment, we may repossess merchandise without notice and the customer may reasonably be charged for the use of the merchandise and for any costs incurred including but not limited to repossession costs, freight, or attorney's fees.

### Acknowledgements:

Every order is acknowledged stating current pricing. Orders will be manufactured and invoiced according to the acknowledgement. If there is any discrepancy, please notify ABCrosby immediately.

All acknowledgements contain an estimated shipping date. We will do everything possible to meet your requested delivery needs. However, we cannot accept responsibility for late charges, penalties or special shipping charges caused by failure to deliver on schedule due to unforeseen circumstances. Your order may ship earlier than the date shown. If merchandise is not wanted prior to a specific date, please specify on your purchase order.

### Shipping:

All shipments are FOB Factory and is the responsibility of the purchaser. Unless a preferential carrier is named, merchandise will be shipped "Best Way". Items are shipped prepaid with our shipper unless other arrangements have been made. We take no responsibility for variances for freight rates, classifications, charges, or delays in transit. The factory's responsibility ceases when merchandise is received by the carrier in good order.

We ship our products on pallets via common carrier. We do not feel UPS or any other parcel services are a suitable means of shipping our merchandise.

Expedited shipping services are the sole responsibility of the customer. ABCrosby will not incur this type of charge. If you require this type of shipping service, the arrangements must be made by the customer/consignee and the factory is to be notified of the method of shipment.



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All shortages must be reported to the factory within 48 hours of receiving the merchandise even if the bill of lading was marked accordingly.

ABCrosby & Company, Inc. is not liable for damage occurring during shipping. It is the customer's responsibility to fully inspect all deliveries on receipt, and to file any damage claims with the shipper at that time. We will assist in any way possible to help process and expedite a claim.

All items should also be inspected within 24 hours of receipt for concealed damage, shortages and correctness of order. Any damages should be marked on the bill of lading at time of delivery. Failure to sign the bill of lading properly will hinder the possibility of being compensated by the trucking company for any loss or damage.

If damages have occurred, contact the delivering carrier and save all original cartons and packaging material for the carrier's inspection. All claims for damages or shortages must be filed immediately with the delivering carrier. It is the customer's responsibility to file any freight claim.

Under no circumstances should a deduction be made from our invoice to compensate for any problems incurred by a shipping company.

**Will Call Orders:**

Customers will be notified when orders are ready to pick up. Orders not picked up within 7 days will be subject to storage charges

**Quotations:**

Prices for ABCrosby products are available by quotation. Quotations are valid for a period of 30 days from the date of issue unless a different period of days is stated on the quote.

**Freight Quotes:**

Freight quotations are estimates only due to volatility of freight costs and fuel surcharges. Freight will be billed based on actual cost at time of shipment.

Freight can be quoted as a separate item or will appear as a separate line item on our quote and/or acknowledgement. Standard freight quotes are based on shipments going from our location to a commercial establishment with a loading dock. Freight charges will vary based on the unloading capabilities at the location, access to the location, time of delivery, help at the location, type of facility (school, government installation, country club, restaurant, health care facility, hospital, etc.). All this pertinent information should be presented to customer service when asking for a freight rate.

Additional services such as inside delivery, delivering at a specific time or on a specific date, lift gate, un-cartoning, calling for a delivery appointment, carrier inspection, security inspection, border inspection, etc. will incur additional charges and should be noted when asking for a freight rate. Unless requested at the time of the quote, these services are not included in the quote. Manufacturer reserves the right to bill our customers for any and all extra charges assessed by the freight companies for additional services required/rendered that were not requested prior to quoting the freight charges.

Orders that have shipped and been requested to be held at a trucking company's facility, or re-consigned by our customer or the consignee will be subject to additional charges above and beyond the original freight quote. The charges will be based on the terms, conditions, and costs associated with the particular shipping company used.

**Orders:**

Phone orders will not be accepted. All purchase orders must be made in writing and mailed, faxed or emailed to our offices. If faxed or e-mailed copies are followed by a mailed copy, the mailed copy must specify that it is a "confirming" order and not to be duplicated. All orders must indicate the exact model number, quantity, finish, material(s), pricing, etc.

Written order confirmations will be faxed or e-mail back with all pertinent information as well as an approximate ship date. Shipment dates refer to shipment from the factory and do not account for transit time. THIS SHIPPING DATE IS ONLY AN ESTIMATE AND IS NOT BINDING.

Manufacturer cannot be held liable for any order shipped beyond our estimated date. If an exact date of shipment or arrival is needed, this must be clearly spelled out on the purchase order. Our confirmation will then specify the exact



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ship or arrival date or the earliest possible date that we could meet. Exact arrival dates may incur additional charges assessed by the transportation company being used.

Manufacturer will not be responsible for mistakes in any order where information is missing or deleted. We will also not be responsible for orders delayed in processing due to missing information. For example an order not specifying a stain color or finished clear is incomplete and cannot be completed until that information is provided

### **Matching Orders**

Current orders that require matching previous merchandise/shipments must indicate on the purchase order "Matching Order". Purchase orders should specify the date and invoice number of the order we are to match. Manufacturer will make every attempt to match previously shipped merchandise. Due to revised specifications, discontinuation of materials, etc. matching a pre-existing order is not always possible.

### **Expedited Orders**

Manufacturer has the ability (when possible) to expedite customer's orders that are required in advance of scheduled production time. The charge to expedite an order will be no less than 10% of the net cost of the order. This charge may increase depending upon the availability of raw materials, fabrics, etc. and the flexibility of current production schedules. Please contact the factory with your specific request for an accurate quote. Expedited orders, once complete, CANNOT be held or delayed for any length of time. Expedited orders that are not picked up or shipped, at no fault of ABCrosby, will be invoiced and storage charges will start to accrue immediately from the date that the merchandise was completed.

### **Delayed Orders**

Orders that are being processed or are ready for shipment and requested to be held in our facility at the customer's request, will be subject to storage charges. Orders will be held for a maximum of 7 calendar days at no charge. If the merchandise does not ship on the 7<sup>th</sup> day, the customer will be invoiced on that day, and will be expected to pay for the merchandise, regardless of when it ships, within the terms of the invoice.

Storage charges will start to accrue on merchandise that remains in our facility beyond the 7th day. Charges will be calculated on a square foot basis. The cost will be no less than \$5.00 net per calendar day. After 14 calendar days ABCrosby reserves the right to transport merchandise that has not been shipped to a public storage facility. All costs, transportation, handling, storage, etc. will be the customer's responsibility. All charges for storage, handling, etc. will be due prior to release of the merchandise. Orders that have shipped and been requested to be held at a trucking company's facility will be subject to the terms, conditions, and costs associated with that particular shipping company.

### **Deductions**

No deductions can be made from any invoice unless approved in advance and in writing by ABCrosby.

### **Cancellations and Changes:**

Since all ABCrosby orders are custom manufactured, any requests for changes must be made before production begins. Changes can only be made with the written approval of the manufacturer and may result in an increase in price at ABCrosby & Company's sole discretion. Changes that are required after production begins will also be subject to an up-charge to cover the cost of any necessary rework.

Once a customer has forwarded a purchase order to the factory it is considered a firm order. Once an order has been accepted, cancellations will be subject to a cancellation charge the amount of which is dependent on the order's production status at the time of cancellation. The charge will be determined by the amount of labor, goods and raw materials that have been ordered/put into process to manufacture the job. The minimum cancellation charge is 25%. Please contact the factory immediately, to determine the charge, if any, for cancellation of an order.

Custom orders once they have been started and completed orders cannot be cancelled or returned for any reason once they have been shipped.

### **Samples**

ABCrosby provides laminate and other material samples free of charge unless ABCrosby is charged by the manufacturer for the samples and/or for shipping of the samples. In that case, ABCrosby will bill you for the cost of the samples and/or related shipping costs.



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ABCrosby provides the one set of up to three stain samples at no cost but may charge for more than three samples and for additional sample requests.

Product samples must be ordered by formal purchase order and are to be paid for. The factory is willing to produce 1 exact sample (when possible) with the hopes that it becomes part of a larger order. Product samples are not returnable and must be paid for in full. Pricing is to be discussed with your local sales representative or the factory in advance. All freight charges related to shipping product samples are the responsibility of the customer.

### **Limited Warranty:**

ABCrosby & Company Inc. ("ABCrosby") hereby warrants to you, the original purchaser and end user ("you" or "your"), that the products manufactured by ABCrosby that you purchased which accompany this Limited Warranty ("Products") shall be free from defects in workmanship under normal use and consistent with any accompanying documentation for five (5) years and in materials for one (1) year commencing upon the date of purchase, which is the invoice date (the "Warranty Period").

ABCrosby will repair or replace any Product determined to be defective and which has been returned, at your risk and expense, to ABCrosby. A product may be replaced with a new or used product and/or current or prior revision. Where ABCrosby determines in its sole judgment that repair or replacement of such Product is not reasonable, ABCrosby will keep the non-conforming Product and refund to you the amount you paid for such Product. Returned Products shall be subject to the balance of the Warranty Period otherwise applicable. Any reconditioned parts used by ABCrosby shall be subject to all the same provisions as otherwise applicable to new parts.

Warranty of plastic laminate, veneer, solid surface, particle board, and third party manufactured products resold by ABCrosby is not covered by ABCrosby & Company but is covered under the individual manufacturer's warranty only.

THE FOREGOING DESCRIBES THE SOLE LIABILITY OF ABCROSBY, AND YOUR SOLE REMEDY, FOR ANY BREACH OF WARRANTY.

### **2. WARRANTY EXCLUSIONS AND LIMITATION OF LIABILITY**

This Limited Warranty does not cover: (i) defects or damages resulting from acts of God, casualty, accident, misuse or abuse, overloading, exceeding the recommended weight capacity, neglect, alterations, modification, service or repair by other than ABCrosby unless you receive prior written approval by ABCrosby, including without limitation by you; (ii) improper assembly or installation or de-installation, operation or maintenance, improper connections with peripherals or other causes not arising out of defects in the materials or workmanship of Products; (iii) shipping containers and materials; (iv) nominal wear and tear; (vi) damage to or loss of repaired or replaced Products during shipping by ABCrosby except when such damage or loss is caused by poor or inadequate packaging by ABCrosby.

UNDER NO CIRCUMSTANCES WILL ABCROSBY BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ABCROSBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF ABCROSBY HEREUNDER EXCEED THE GREATER OF \$50.00 OR THE AMOUNT YOU ACTUALLY PAID FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE CAUSE OF ACTION, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. NOT ALL JURISDICTIONS ALLOW SUCH LIMITATIONS OF DAMAGES SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

### **3. PROCEDURE FOR WARRANTY SERVICE**

Prior to returning any Products to ABCrosby for warranty service, you must first contact ABCrosby, by telephone at (978) 827-6064 to confirm that such Products are covered by this Limited Warranty. If such Products are so covered, you shall obtain from ABCrosby a return materials authorization ("RMA") number and shipping instructions prior to any shipment of such Products to ABCrosby, and you must include such RMA number with any corresponding Product shipment, along with a true and correct copy of the original receipt showing the date of Product purchase by you, and a detailed, written description of any associated Product problems. Please note that you are responsible for all shipping charges incurred in returning an item for exchange or repair. ABCrosby shall pay for return shipping of repaired and/or replaced Products to addresses within the United States **only**. Return shipments to addresses outside of the United



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States is your responsibility. If ABCrosby determines that any Product is not covered by this Limited Warranty, you must pay all parts, labor charges, and return shipping for such Product.

#### 4. WARRANTY DISCLAIMER AND LIMITATIONS

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ABCROSBY EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN.

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND ABCROSBY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PRODUCTS OR ANY MATTER WHATSOEVER. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY ABCROSBY. THE AGENTS, EMPLOYEES, DISTRIBUTORS, AND DEALERS OF ABCROSBY ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO THIS LIMITED WARRANTY OR MAKE ADDITIONAL WARRANTIES BINDING ON ABCROSBY. ACCORDINGLY, ADDITIONAL STATEMENTS SUCH AS DEALER ADVERTISING OR PRESENTATION, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES BY ABCROSBY AND SHOULD NOT BE RELIED UPON. ABCROSBY DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE WITHOUT FAILURE, OR THAT THE PRODUCTS WILL MEET YOUR NEEDS OR EXPECTATIONS. NOT ALL JURISDICTIONS ALLOW SUCH WARRANTY LIMITATIONS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

#### 5. CHOICE OF LAW AND JURISDICTION

This Limited Warranty shall be subject solely to the laws of the Commonwealth of Massachusetts as applied to contracts entered into in the Commonwealth of Massachusetts between Massachusetts residents. Any dispute arising hereunder shall be subject to the sole jurisdiction of the State and Federal Courts located in Worcester County, Massachusetts. The parties hereby consent to the personal jurisdiction of such courts.



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