

Terms and Conditions of Sale



PAYMENT TERMS

Except as otherwise provided, payment terms are net thirty (30) days from date of Sellers invoice for approved credit accounts. We also ship COD or CIA and we accept Visa, MasterCard and Discover. Orders for Special Order merchandise may require a deposit. Buyer understands that any past due balance will be subject to a finance charge of 1.5% per month. It is further understood that returned checks for any reason are subject to a \$15.00 service charge per check. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods and termination of any one or more sales agreements. Buyer agrees that all collection and legal expenses, including but not limited to collection agency fees, reasonable attorney fees, court costs, filing fees, interest and service fees may be charged to the debtor in the event of default or failure to pay for goods and services provided.

PRICING

If you did not receive a price list, please contact us for pricing information.

FREIGHT

FOB our North Carolina warehouse via UPS, Motor Freight, as customer requests, or per agreement.

MINIMUM ORDER

\$100.00 There will be a \$10.00 surcharge for orders under \$100.00.

RETURNS

- 1) No returns are allowed for "special order" merchandise.
- 2) **No returns are allowed without a Return Authorization number issued by Wood Technology.**
- 3) If merchandise is returned without a Return Authorization number, it will be refused and returned to sender at their expense.
- 4) RGA numbers issued for return of merchandise are valid for 30 days. If merchandise is not returned within 30 days, the RGA will be cancelled and the merchandise may not be returned until a new RGA has been issued.
- 5) Credit will be issued only after the return is received and the merchandise is counted and inspected.
- 6) There will be a 15% restocking charge for merchandise returned that is not the fault of Wood Technology.

SHORTAGES

Immediately upon receipt of a shipment, it is the responsibility of the consignee to inspect the merchandise received. **Any discrepancies between goods received and the shipping documents and/or invoice, must be reported to Wood Technology within 10 days of receipt, or any claim will be deemed invalid.**

DAMAGED

- 1) Wood Technology, Inc. is not liable for loss or damage in transit. Damage, whether overt or concealed must be noted on the receipt documentation, i.e. Bill of Lading, UPS receipt, etc. and countersigned by the delivering carriers agent (driver).
- 2) Claims are to be made by the consignee to the delivering carrier. We will be more than happy to assist with such claim if reported to Wood Technology within 10 days of receipt of goods.
 - a) Motor Freight Shipments: Delivering carrier must be notified within 15 days of delivery to consignee. A claim must be filed by the consignee in writing. The carrier will then arrange for an inspection. Keep shipping materials for the inspection.
 - b) UPS: Any claims against UPS for damaged shipments must be filed by Wood Technology. Consignee must call local UPS office and request an inspection. You must keep carton and packing material until after inspection. An LDI (UPS Claim number) will be issued by UPS. If consignee is given LDI number it must be relayed to Wood Technology. In any case, all damaged shipments must be reported to Wood Technology.
 - c) Credits/Replacement: Credits for damaged merchandise will only be issued after claim check is received by Wood Technology. Replacement shipments will be invoiced as new purchase orders. Credits will be issued against original purchase order.

DEDUCTIONS

Unauthorized deductions are not permitted. All invoices must be paid in full. Deductions are only allowed if accompanied by a credit issued by Wood Technology.

DELIVERY TIME

- 1) Stocked articles are normally shipped within five days of receipt of an order.
- 2) "Special Orders" — our range of products expands constantly. Please check with us. "Special Order" articles not in stock have lead times varying from 2-12 weeks. Call for specific delivery times.

DISTRIBUTORS

Terms remain per agreement with Wood Technology, Inc.

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NOTES

- 1) Prices subject to change without notice. Articles that appear in the catalog but are not shown on the price list may have been discontinued.
- 2) Box/Case quantities, specifications and dimensional drawings listed in this catalog were correct at the time of printing. They are subject to change without notice.
- 3) No portion of this catalog is to be duplicated or reproduced without the written consent of Wood Technology, Inc.

LIMITATION OF SELLER'S LIABILITY

Seller shall not be liable for damage to the person or property of the buyer or others caused by merchandise bought from us or through us. Seller shall not be liable for any special indirect, incidental, or consequential damages, including (but not limited to) loss of profits or revenue; loss of the use of the goods, damage or injury to the person, or property of buyer or others. In no event shall seller be liable to buyer or others for an amount that exceeds the price of the defective merchandise being purchased from or through seller.

WARRANTY/ LIMITATION OF BUYER'S REMEDIES

Seller MAKES NO WARRANTIES, EITHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY relating to the goods purchased from or through seller. RESELLER HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer waives all claims against seller relating to goods purchased from or through seller, and agrees to assert all claims for breach of warranty, contract, or tort against the manufacturer of the goods. The parties agree that buyer's sole and exclusive remedy shall be for the repair or replacement of defective goods by the manufacturer in accordance with the manufacturer's customary warranty. All specifications and engineering information have been obtained from the product manufacturers for buyer's convenience only. Seller does not assume responsibility for accuracy of the information provided by the manufacturer.

TAXES

Unless otherwise noted, prices do not include any present or future sales, use, excise, value added or similar tax. Where applicable, all such taxes shall be paid by the buyer. Buyer shall furnish evidence of exemption and have compliance documents on file with Wood Technology, Inc., if applicable.

PERFORMANCE

Seller shall not be liable for failure to perform or for delay in performance hereunder because of fire, weather, strikes, war, civil disturbance, or, without limitation of the foregoing, for any cause beyond seller's reasonable control.

INDEMNIFICATION

If buyer uses goods purchased from or through seller in an application or end-product, buyer has the obligation to determine the suitability of the goods purchased for buyer's application by testing or other means, and to determine that the application or end-product meets all applicable industry standards for safety and durability. If buyer uses goods purchased from or through seller in an application or end-product, and this results in damage or harm to person or property of buyer or others, buyer agrees to indemnify and hold seller harmless for all liability whether arising out of contract, tort, or other grounds. Buyer further agrees to indemnify and hold seller harmless from all costs and expenses (including attorney's fees) incurred by seller in enforcing any of the provisions of these Terms and Conditions, or in defending itself. If buyer initiates a legal action against seller, and buyer does not prevail, buyer will indemnify seller for all costs and expenses (including attorney's fees) incurred by seller to defend itself.

GOVERNING LAW

The validity, performance construction, and effect of these Terms and Conditions of Sale shall be governed by North Carolina law. This agreement shall not be deemed accepted or become a binding contract between Buyer and Seller until approved at Seller's office in North Carolina. Performance of all seller's obligations shall be deemed to be made in North Carolina.

FORUM SELECTION

Buyer agrees that all legal actions related to goods purchased from or through the seller shall be litigated only in a court located in Chatham County or Orange County, North Carolina. Buyer consents and submits to the jurisdiction of any state or federal court located in Chatham County or Orange County, North Carolina. Buyer hereby waives any right it may have to transfer, change, or object to venue in Chatham County or Orange County, North Carolina. Notwithstanding the foregoing, Seller may initiate any action to collect any amounts owed Seller by Buyer in any state or jurisdiction over Buyer or where Buyer may have property located.

PRIVACY STATEMENT

Wood Technology, Inc. values the trust of our customers. We adhere to the strictest ethical standards in gathering, using and protecting customer information that is entrusted to our company. Wood Technology, Inc. never gives, sells or leases customer information to third parties. All customer email addresses are automatically entered into our database so they may receive occasional emails from us about our products and promotions. Customers are free to opt out of the news services by following the instruction at the bottom of each email.