

LAFFERTY TERMS & CONDITIONS

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Terms and Conditions

The following terms and conditions will govern any purchase made from Lafferty Equipment Manufacturing, Inc. ("Lafferty").

Prices

All prices are quoted in U. S. dollars, FOB Lafferty's plant, North Little Rock, Arkansas, U.S.A. **Prices, specifications and conditions are subject to change without notice.** If a change in price has occurred prior to Lafferty receiving the order, Lafferty will apply the new price to the goods ordered.

Purchase Orders

- **Priority handling for written orders** - Purchase orders that are submitted in writing --by verifiable e-mail, fax, or mail/delivery-- receive priority handling. (See SHIPPING TIMES and ACCEPTANCE, RETURNS.)

Lafferty confirms verifiable written orders prior to shipping. If you do not receive a fax or e-mail confirmation within 24 hours, the order was not received.

- **Part Numbers take priority** - The part number(s) listed on your order will take priority in fulfilling the order. If you do not list part numbers from the current *Lafferty Confidential Price List*, the order will be filled based on the description you provide, according to Lafferty's best judgment. (Note: Some items may have new part numbers and/or descriptions. Carefully match part numbers with current descriptions.)

- **Verbal/Phone Orders** - Lafferty carefully writes down verbal/phone orders so fulfillment will be accurate. Still, due to the nature of verbal communication, misunderstandings may arise. For verbal or phone orders that you do not immediately confirm in writing, Lafferty's packing list shipped with the order will be considered as **final confirmation and as the correct representation of the order.** Upon shipment of the order, the **ACCEPTANCE, RETURNS** policy will apply.

Payment Terms

Open account payment terms are net 30 days. Open account terms are granted to U.S. and Canada firms that establish credit with Lafferty. If you are interested in establishing credit with Lafferty, please contact us about a credit application. If you have not established credit, then all orders will be shipped C.O.D. or on a pre-paid basis. Visa, MasterCard, Discover and American Express cards are accepted. All **international orders** are shipped on a pre-paid basis. Electronic fund transfers or credit cards accepted.



MINIMUM BILLING: All orders must be at least \$25.00.

Shipping Times

In stock items generally ship within 3 to 5 business days. Freight shipments, special requests, large quantity orders, or events beyond Lafferty's control may delay shipping. Lafferty makes no promise to ship at specific times unless a ship time is part of a written quote.

Acceptance, Returns

Lafferty confirms written purchase orders prior to shipping via e-mail and/or fax using contact information supplied on the written purchase order. Customer is responsible for keeping Lafferty informed of changes in contact information or your preference for how Lafferty communicates with you. Lafferty is not responsible for undeliverable or misdirected confirmations. Confirmations/orders are deemed correct unless Lafferty is notified of errors prior to shipping. Acceptance occurs upon delivery. Lafferty does not accept returns of **custom-built** units. ("Custom-built" applies to any item that does not have a standard part number.) Returns on all other unused units are allowed up to 30 days after purchase, subject to prior authorization by Lafferty at its sole discretion. **You must call in advance to obtain a return authorization number.** No returns will be authorized more than 30 days after purchase. **Return Authorization numbers are good for 15 days from time of issuance.** All items must be returned freight prepaid and are subject to a **minimum re-stocking fee of 15% of the sale price, or \$25.00, whichever is greater.** Products returned for repair and found to have no defects may be subject to an inspection charge.

Warranties

Lafferty warrants its products against defective material and workmanship only for ONE (1) YEAR from the date of purchase. Rubber and synthetic rubber hoses and parts are considered expendable and are not covered under warranty. **Electrical components, electric pumps and air pumps are not covered under Lafferty's warranty. However, pumps may be covered by the pump manufacturer's warranty.** Improper handling, unauthorized modification, or evidence of physical abuse will void all warranties. Warranty applies only to the replacement or repair of such parts when returned to the factory with a return authorization number, freight prepaid and found to be defective upon factory inspection. If Lafferty, in its sole discretion, determines that the units are defective, Lafferty will repair or replace the defective units, at its option, without charge. All claims are subject to the final judgment of Lafferty. **Lafferty makes no indemnity, representation or warranty, either express or implied, including any implied warranties of fitness for a particular purpose, with respect to any products sold, except for the warranties and indemnities expressly set forth herein, in no event shall Lafferty be liable to customer for special or consequential damages, including lost profits, beyond those damages expressly provided herein.**

Complete Agreement, No Unwritten Modification

This agreement is a full and complete integration, constitutes the entire understanding and agreement between the parties with respect to any and all orders from Lafferty, and supersedes all prior written or verbal understandings and agreements between the parties in connection therewith. No provisions of this agreement may be modified, waived, terminated, or changed except by written agreement signed by the party to be charged with the modification, waiver, termination, or change. If any order from your company has terms that differ from the terms of this agreement, then this agreement shall control.