

# COMPONENT HARDWARE GROUP, INC.

## TERMS AND CONDITIONS

**SHIPPING:** If specific shipping Instructions are not shown on Purchase Orders, routing will be at the discretion of Seller's Traffic Department. Seller's responsibility for delivery ceases when shipment is delivered in good order to carrier.

**PAYMENT TERMS:** Terms of payment are net 30 days in U.S. funds unless agreed upon in writing prior to shipment.

**CLAIMS:** All claims must be made within thirty (30) days after receipt of merchandise, by U.S. certified mail, return receipt requested; otherwise such claims will be deemed waived.

**DELIVERY:** Delivery dates are based on normal expectancy, are approximate, and are subject to any applicable Governmental regulation; also subject to fire, strikes, accidents to machinery, procurement of materials and other causes which are unavoidable or beyond our control and the existence of such contingency shall excuse any delay in delivery or any failure to fill any order.

**ORDERS:** Orders are accepted with the understanding that they will be billed at prices in effect at time of shipment.

**CANCELLATION:** Orders are accepted with the understanding that in the event Buyer finds it necessary to cancel its order in whole or in part, due to causes beyond its control, Buyer shall give written notice to the seller of cancellation and thereupon Seller (1) shall as soon as practicable cease work and the placing of all order for materials in connection with the performance of Buyer's order; (2) shall so far as possible and as soon as practicable cancel all then-existing orders for materials to be used in connection with Buyer's order; (3) shall transfer to Buyer title to all completed and partially completed material called for under Buyers order and not previously delivered; and (4) shall take such action as may be necessary to secure to Buyer the Benefit of any rights remaining in the Seller under orders placed by the Seller and fully or partially chargeable to Buyer's order.

In consideration of the Seller's accepting cancellation of Buyer's order, Buyer will pay to the seller the following: (a)The purchase price for all merchandise completed when Seller shall have ceased work under Buyer's order. (b)All-costs, expenditures and commitments made or incurred by the Seller in connection with the uncompleted portion of Buyer's order, including expenditures made by the Seller in setting or discharging that portion of its outstanding obligations or commitments which it had made with respect to the uncompleted portion of Buyers order.

**CUSTOM ORDER/SPECIAL ITEMS:** Orders for non-stock parts, specifically manufactured for a custom application, require a formal commitment from the customer to Component Hardware. The customer will provide Component Hardware Group with a written blanket Purchase Order for their expected annual volume along with a 90 day rolling forecast reflecting their product requirements. This will be updated every 30 days. The Customer will have a maximum of 240 days to accept shipment of the parts forecasted. After 240 days, all forecasted parts that remain unshipped by Component Hardware will be assigned a purchase order number by the Customer and shipment will be made.

1. Component Hardware requires a minimum 120 day lead time on all custom/special products.
2. In the event that a part becomes obsolete by the customer, the customer agrees to accept shipment of any such finished part or work in process that has been produced by Component Hardware in line with the forecasted volumes supplied by the customer.

**SHIPMENT OVERRAGES:** Seller reserves the right to ship the Buyer any quantity of products up to 10% in excess of, or less than the exact quantity covered by Buyer's order. Such overrun will be considered as completed performance of Buyer's order.

**LEGAL OBLIGATION:** In accepting orders Seller does not assume any obligation or liability imposed by law upon the Buyer.

**SOLE TERMS AND CONDITIONS:** This listing contains all of the terms and conditions of the agreement between the PURCHASER and SELLER concerning the purchase and sale of material ordered and shall be binding upon the Purchaser and notwithstanding any condition or term of the Purchaser's order in conflict with or in enlargement of this agreement unless within five days the Purchaser mail object thereto in writing. Any change in terms or condition from the above shall not be valid binding upon the Seller unless in writing.

**SELLER'S LIABILITY** for any merchandise, defective or not according to standards, specifications, or Buyer's order, is limited to the replacement of such merchandise or the grant of an allowance, on the return thereof.

**LOST OR DAMAGED GOODS IN TRANSIT:** All shipments are made F.O.B. Seller's plant. Seller's responsibility ceases when a clean Bill of Lading indicating that the Transportation Company has received the shipment consigned in good order is furnished.

**PURCHASER** should thoroughly inspect the shipment as soon as it is received and claims for shortage and/or damaged shipments should be made immediately and directly to the Carrier.

**SELLER** is willing to assist in every possible manner in collecting claims for loss or damage, but this willingness does not make Seller responsible for collection or replacement of the material

**RETURNS:** No returned goods will be accepted without permission from Component Hardware. A Returned Goods Authorization number (RGA) is required prior to return. An RGA number can be obtained from the Component Hardware Customer Service Representative. All returns must have the RGA number posted on the exterior of the carton

Component Hardware is not responsible for returned items lost during shipping. Customer is responsible for all risk of loss and damage to products being shipped for return, exchange or replacement. Please fully insure return shipment in case of loss or damage. The customer should use a carrier that is able to provide you with proof of delivery. This for your protection and to ensure quick action on your return.

No item will be accepted for return 3 months after invoice date.

Freight charges for returned goods must be prepaid. If Component Hardware is responsible for the issue, a credit for the freight will be issued to the account.

No returns accepted on special order items or items made to a customers' specification.

All access panels are custom manufactured per order and are not returnable for credit.

Returns are not accepted if they are not in a re saleable condition.

Merchandise initially returned as defective, whose defect cannot be verified, will incur a restocking fee as well as a freight charge for the replacement shipment.

If customer receives damaged product, they should refuse the products upon original delivery attempt.

If damaged products are accepted from the carrier, such damage should be noted on the carrier delivery record. Failure to return a product within the return period will be deemed to be an acceptance of the product.

All returned goods due to customer error are subject to a 25% restocking charge and must be in new and unused condition. If we deem the product is not new, a credit will not be issued and the customer will be asked if they want the product returned to them at their expense.

The RGA expires 30 days from the date of issue.

**WARRANTY-Component Hardware's Encore Series** pre-rinses and electronic faucets are warranted for up to three (3) years from the date of purchase (unless otherwise stated on product specifications). All other Encore plumbing products are warranted for up to two (2) years from the date of purchase and Top-Line plumbing products carry a one-year warranty from date of purchase.

All other Component Hardware products are warranted for ninety (90) days from the date of purchase, except for LED Lighting – 5 years parts only and condensate evaporators for which a separate warranty applies (ask Component Hardware for copy of its Condensate Evaporator Warranty).

Component Hardware warrants that these products will remain free from defects in material and workmanship for the time period stated above. Liability under this limited warranty is restricted to replacement of, or repair of, the product or part found to be defective. Component Hardware shall not be liable for labor costs or any other damages, either direct or consequential. Component Hardware/Encore products which have been altered in any manner after purchase are excluded from this limited warranty. This warranty does not apply in those states which do not permit restrictions on the length of warranty or on the exclusion of direct or consequential damages.

**COMPONENT HARDWARE'S LIMITED WARRANTIES ARE GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE, AND CONSTITUTES THE ONLY WARRANTY MADE BY CHG (COMPONENT HARDWARE GROUP). ANY WARRANTIES, REPRESENTATIONS OR STATEMENTS BY AN AGENT OF COMPONENT HARDWARE THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN AGREEMENT SHALL HAVE AND SHALL BE GIVEN NO FORCE OR EFFECT.**

*These Terms and Conditions supersede all previous editions and are subject to change without notice.*

## **DISCLAIMER**

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### **Component Hardware Group, Inc.**

1890 Swarthmore Avenue, PO Box 2020,  
Lakewood, NJ 08701  
Tel. 800-526-3694, Fax. 732-364-8110

Revised: 8/9/2016