

Standard Terms and Conditions

Color and Finish Policy

Equipto offers (10) standard and (21) premium colors as indicated below
All other colors fall under the "custom color" category.

Standard Colors

Textured Black, Textured Cherry Red, Textured Regal Blue, Textured Dove Gray, Smooth Reflective White, Textured Evergreen, Smooth Office Gray, Textured Putty, Smooth Mirror Silver (Wire Shelves Only), Textured Office Gray

Premium Colors

Smooth Metallic Silver, Smooth Black, Smooth Cherry Red, Smooth Dove Gray, Smooth Evergreen, Smooth Putty, Smooth Regal Blue, Textured/Smooth Warm White, Textured/Smooth Bright Yellow, Textured/Smooth Light Blue, Textured/Smooth Slate Blue, Textured/Smooth Olive Green, Textured/Smooth Office Tan, Textured/Smooth Sunset Orange

Paint Charges

Standard Color – No Charge

Premium Color – 15% of net material charge

Custom Color – 20% of the net material contact customer service (800-323-0801)

For all custom colors, a paint chip must be submitted to the Inside Sales Department prior to acceptance of purchase order.

Minimum Charge for Premium and Custom color orders is \$100.

Pricing and Charges:

Pricing

This order acknowledgement supersedes all previous acknowledgements. Orders that do not ship within 60 days from receipt of order are subject to a price escalation and /or commodities surcharges to cover cost increases by Consolidated Storage Companies, Inc. (CSCI) as a result of the delay of this order. If the order is rendered to any buyer located in a state where the seller is required to pay a sales, use or occupational tax, that said tax will be added to the price and rendered as part of the invoiced price. This order is for Wholesale trade only. A minimum order value of \$250 list plus shipping is required.

Orders less than \$250 will incur a \$25 (net) processing fee

Change Orders and Additions

No changes (additions or deletions) to an order will be permitted once a Purchase Order has been acknowledged, without prior written approval from CSCI. Changes/charges based on the following schedule will apply:

- a. Any Change to a scheduled ship date will require a re-quote of the assessed commodity surcharge. The surcharge assessed will be at the rate in effect for the actual month shipped.
- b. Changes to the Ship date schedule for all orders and changes to orders will not be permitted for: (1) any order of <\$25K within 2 weeks of scheduled ship date; (2) for mobile aisle of any \$ amount within 3 weeks of the scheduled ship date; (3) for any special or outside purchased equipment within 5 weeks of the scheduled ship date; (4) for all products where the order size is >\$25K within 3 weeks of the scheduled ship date; (5) for all products where the order size is >\$75K within 4 weeks of the scheduled ship date; (6) for all products where the order size is >\$100K within 5 weeks of the scheduled ship date.
- c. Cancellation within the specified times in Paragraph (a) will result in a minimum 50% cancellation charge.
- d. Color change – will not be permitted within the specified times in Paragraph (a)
- e. Additions or deletions, including specification changes or reconfigurations of products, to order will be subject to associated charges for engineering time, installation modifications, parts list revisions, and incremental freight. No changes will be permitted without a new PO including a new ship date and applicable change order charges.
- f. All Change Orders will be quoted at the following rates: Additional parts quoted will be billed at current list pricing and commodity surcharge level in effect at time of change order placement. Discounts will be applied at the original discount level for changes made prior to shipment, and changes after shipment will be quoted at the distributor's standard discount, regardless of discount on original job. Deletion of parts will be subject to a minimum of 50% cancellation charge, depending on the stage of production. If contracted volume (dollar value) is less, discount levels may be adjusted. Engineering hours will be billed at \$80/hour. Installation will be billed based upon change order requirements.
- g. If the equipment has been built and the order is put on hold, purchaser is responsible to take delivery and find adequate storage as required.

Product

Prices and charges in the published price sheets are effective upon publication date and are subject to change without notice. All prices are in US Dollars. CSCI reserves the right to pass on any surcharges or impose purchase restrictions or limits at any time.

Carrier Surcharges

Carriers may impose surcharges that can vary by carrier and may change at the carrier's discretion. CSCI will pass along all carrier surcharges.

Terms and Billing Options:

Payment Terms

Standard payment terms for CSCI customer accounts with approved credit are Net 30 days from date of invoice. Orders submitted on accounts without approved credit will require payment in advance prior to an order being processed.

In addition, CSCI will accept most major credit cards as forms of payments for orders based on the following:

- a. Any credit card order under \$250 net will be assessed an additional minimum order charge of \$25 in addition to the fees listed below
- b. All payments made with a credit card "after" the standard Net 30 day terms will be assessed a processing fee equal to 3% of the total invoice amount on orders valued over \$100
- c. All payments made "prior" to the standard Net 30 day terms (including prepay) will be charged an order processing fee equal to 1.5% of the total invoice amount on all orders valued over \$100
- d. Orders valued below \$100 will be charged a flat processing fee of \$3 in addition to the \$25 minimum order charge
- e. Fees will be applied automatically when the credit card is processed

Late Payment Fees

A late fee equal to 1.5% of any outstanding invoice amount will be applied to all invoices unpaid after 45 days from the date of invoice. This fee will be calculated and applied monthly when an outstanding invoice balance reaches 15 days past due.

Returned Check

A fee of \$50 will be applied to the customer account if a check does not clear due to insufficient funds

Delivery

Delivery dates will be established within 48 hours of order entry. Customers can reschedule orders for up to 4 weeks from the scheduled delivery date prior to 2 weeks before delivery date without penalty.

The following penalties will apply to rescheduled orders

- a. Within 2 weeks of scheduled ship date – Reschedule not permitted. Order will ship to either customer's location or a storage location designated by customer and invoiced on ship date. All costs associated with storage of product will be customer's responsibility
- b. Between order date and 4 weeks prior to schedule date – no fee for rescheduling. If the date is pushed out further than 30 days beyond original scheduled ship date, a 1.5% service fee will be assessed on the total order value for each 30 days beyond the original schedule date

Damaged or Lost Shipments (FOB Origin)

All merchandise is packaged in accordance with carrier requirements, and claims are handled in accordance with FOB Origin terms. It is the responsibility of the customer to check incoming orders immediately. Any damaged or missing components in the shipment must be noted on the bill of lading prior to acceptance of the shipment. The carrier has the right to inspect and refuse any claim. Claims should be filed within 3 to 4 days on concealed damage. As the customer you have 9 months to file your claim with the carrier. CSCI must be notified of all shortages or damaged product by calling our Quality Department at 1-800-323-0801 (option 1) or e-mail at quality@csci-usa.com within 3 business days of original product delivery to assist with filing claims.

Restocking Charges

Except as otherwise provided, no materials will be accepted for return/restock after 30 days from date of shipment. To return products, you must call the CSCI Quality Department for a Return Authorization number. No returns will be accepted without a valid RA number. All products must be returned undamaged and in original packaging to qualify for credit. COD returns will not be accepted. All shipping charges for returns must be prepaid. All products will be subject to a 35% restocking charge if they are undamaged and like new condition. Any product shipped with a custom or "special" color will be subject to a restocking charge of up to 50% depending on color and product condition

International Orders

CSCI is only responsible for shipping or facilitating shipment within the contiguous 48 states. In the event CSCI is asked to provide export documents and/or packaging suitable for container shipment, a minimum 20% surcharge on the NET order value will be added to the order. The customer is responsible for inspecting and reporting any missing, incorrect, or damaged items at the port. Any missing, incorrect, or damaged items identified after the product has left the contiguous 48 states will be the sole responsibility of the customer. In addition, all replacement costs, which may include additional material, labor, transportation costs, fees, etc., will also be the responsibility of the customer. CSCI assumes no liability for the usage of the product, damages that occur, etc., for product shipped outside the contiguous 48 states. All warranties are immediately void for any product that has been transported, installed, or utilized in any way outside the contiguous 48 states.

Warranties

General Warranty – All products supplied within the contiguous 48 states carry a lifetime warranty against manufacturing or material defects. All warranties are immediately void for any product transported, installed, or utilized in any way outside the contiguous 48 states. Please refer to the "EQUIPTO LIMITED LIFETIME WARRANTY" for complete warranty details.

Controlling Law and Venue

The provisions of the Uniform Commercial Code, as adopted in Pennsylvania, shall apply (except as expressly modified hereby) with no application of the United Nations Convention on contracts for the international sale of goods. All transactions shall be governed by the laws of the State of Pennsylvania: excluding conflict of law rules and venue shall be in Northampton County, State of Pennsylvania