



# ***Consolidated Storage Companies, Inc.***

## **Standard Terms and Conditions**

Effective 1/1/19

### **Order Pricing and Changes:**

**Order Pricing** - Commercial List Prices are quoted in US Dollars and are subject to change without notice. CSCI (EQUIPTO) reserves the right, at any time, to pass on any surcharges or impose purchase restrictions or limits.

Pricing is valid for thirty (30) days from the date of the quote. CSCI (EQUIPTO) reserves the right to apply a surcharge to cover any additional cost incurred as a result of significant changes in material costs. If the buyer is located in a state where the seller is required to pay a sales, use or occupational tax, the tax will be added to the price and included in the invoiced price. The possession of a Sales Quotation from CSCI (EQUIPTO) does not constitute an offer to sell.

A minimum order value of \$25 net price, plus shipping is required (with the exception of orders for keys and locks).

**Order Deposits** - All Purchase Orders are subject to a credit review. CSCI (EQUIPTO) requires a minimum deposit of 25% for all orders greater than \$15,000 and may require customers to place larger deposits for some orders. All deposits are non-refundable. Receipt of the deposit required prior to establishing a ship date. Estimated lead times provided with the quotes only begins after the deposit and all other documentation including drawing sign off has been received.

**Engineering Drawing Revision Fees** – Equipto provides Sales Engineering drawings for customer project requests for Revision A and Revision B layouts at no charge. Any additional requested changes (revision C forward) by the customer to an existing project will result in an Engineering Fee of \$250.00 for each additional revision. This fee will be acknowledged by the customer in writing prior to any work being completed.

**All sales are FOB Origin (Tatamy, PA).** Title passes to customer at time of shipment, customer owns all goods in transit and files all freight claims. Seller pays all freight charges and any overage charges. Any overage charges will be billed back to the customer. Safe delivery of product is the responsibility of the carrier.

**Damaged or Lost Shipments** - All CSCI (EQUIPTO) products are packaged in accordance with common carrier requirements, and claims are to be processed in accordance with FOB Origin terms. It is the responsibility of the customer to immediately inspect all incoming CSCI (EQUIPTO/) shipments, any damaged or missing components must be noted on the bill of lading prior to acceptance of the shipment and any claim must be filed by the customer. (Note: This is also noted on package/carton warning labels) CSCI (EQUIPTO) is not responsible for any damage caused by improper equipment being used to offload product from delivery truck.

**Concealed Damage Claim** - It is important that transit damage be noted at time of delivery. Federal law does not permit carriers to pay concealed damage claims unless proof is made that damage occurred while shipment was in carrier's possession. Customers must open and inspect all received product and file a concealed damage claim with the carrier within five (5) days after receipt of product. Leave material and packing "as is" until after carrier's inspection. Carrier will not accept claim if merchandise has been moved from point of carrier's delivery to other premises, prior to discovery and/or reporting of damage. CSCI (EQUIPTO) **WILL NOT** participate in payment or settlement of a concealed damage claim.

**Visible Damage Claim** - Per FOB Origin Terms, customer should not accept shipment without noting shortage or damage on the freight bill by the carrier's agent. Once the customer has accepted shipment from carrier and subsequently finds damage, it is the sole responsibility of the customer to place a replacement order if so desired.

**Carrier Surcharges** - Transportation carriers may impose surcharges that can vary by carrier and may change at the carrier's discretion. CSCI (EQUIPTO) will pass on these transportation surcharges to the customer as they are applied.

### **Storage of Product**

CSCI (EQUIPTO) ensures that your product has left our facility in good condition and packaged in a safe, transportable manner. It is your responsibility to store this product indoors in a safe and climate controlled area. **DO NOT STORE THIS PRODUCT OUTDOORS UNDER ANY CONDITIONS.**

### **Ship Date**

Ship dates will be established within (2) Business Days after the PO has been received with the deposit, if any, and all relevant documentation including signed terms and conditions, engineering drawings and transportation check lists if applicable. ("Order Acceptance Date")

The Ship Date confirmation will specify the Friday date of the week during which the shipment will occur.

You will receive an Order Acknowledgement within 48 hours of after an order has been accepted (see above). That acknowledgement will provide you with a calendar week

that your product will ship. If your product is within three weeks of its scheduled ship date and you reschedule your original ship date, we will require 100% payment by wire transfer with 48 hours of the scheduled ship date. These payments must be received within 48 hours or additional storage and late fees will be applied.

### **Order Changes -**

Changes and Related Additional Charges:

- a. Order changes will be permitted within five (5) Business Days from the date of order acknowledgment. Any order change requests after five (5) Business Days may be subject to additional charges and fees.
- b. Cancellations: Consolidated Storage Companies, Inc. designs, engineers, and manufactures products to the unique specifications of each customer. As such, Purchase Orders are non-cancellable beyond the term specified above.
- c. Color Change requests may be made within five (5) Business Days from date of order acknowledgement. Requests beyond five (5) Business Days is subject to added charges and fees.
- d. Additions or deletions, including specification changes or reconfigurations of products on order, will be subject to associated engineering time, installation modifications, parts list revisions, and incremental freight. No changes will be permitted without a new Purchase Order indicating a new ship date, and applicable change order charges.
- e. All changes will be billed at the following rates: Additional parts quoted will be billed at current List Pricing and Commodity Surcharge level in effect at the time of change. Discounts will be applied at the original discount level for changes made prior to shipment, and changes after shipment will be quoted at the standard distributor discount, regardless of the discount on the original job. Deletion of parts will be subject to a minimum 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 \$100.00/hour.
- f. Additional engineering charges (\$100.00/hour) will apply to customer changes that are requested after an order has been accepted and processed by CSCI (EQUIPTO).

### **Installation Services**

Contracted installation service provided by CSCI (EQUIPTO) will be performed by factory trained company employees and/or approved CSCI (EQUIPTO) installation vendors only.

Expectations

- a. CSCI (EQUIPTO) will not be responsible for unloading of shipment at customer location unless specifically contracted. Damages occurring during unloading of the shipment by the customer are the sole responsibility of the customer and replacement parts will require a purchase order.

- b. Installation area must be cleared of all obstructions and cleaned prior to arrival of installation service crew. .
- c. Material must be staged/placed as close to the installation area as possible.
- d. Adequate 110V power source and lighting must be supplied for the entire duration of the installation.
- e. Safety for our employees and yours is paramount. Should the installation site be deemed unsafe for work by CSCI (EQUIPTO) staff we reserve the right to demobilize from the location until such time that the location is agreed upon as safe to continue. Change orders will be required for remobilization of installation staff prior to commencement of the install service.
- f. Forklifts and pallet jacks are to be supplied by the customer to assist with the installation unless previously contracted with CSCI (EQUIPTO) prior to the installation.
- g. A significant amount of trash and recyclable material will be generated from the packaging material. It is the customer responsibility to supply dumpsters and recycling containers to dispose of this material unless previously contracted with CSCI (EQUIPTO) prior to the installation.
- h. A schedule of facility working hours shall be given to CSCI (EQUIPTO) prior to commencement of the installation.
  - 1. Installation crews may work weekends to expedite delivery of the finished storage solution.
  - 2. Installation service can be performed during evening hours if needed to accommodate a customer schedule. Additional charges may apply for this service and requests for this must be addressed prior to the submittal of a purchase order or a change order will be required.
- i. Lost installation crew hours due to an area not being ready or refusal to give access to the site will be charged the customer at their respective billable rates. Any request to reschedule an installation received within one week of the scheduled installation date will be charged a penalty of 8 hours of crew time.
- j. After each installation job is completed, a project survey and sign off will be reviewed with the customer to identify any open items. Any subsequent installation crew work will be limited to these identified open items.

### **Return Policy**

CSCI (EQUIPTO) has a strict NO RETURN Policy. If you have received the product that you have ordered in good condition, we will not be able to accept this product back for any credit

### **Product Issues/Discrepancies (Return/Replacement)**

If you have received product that does not meet your Purchase Order exactly, i.e. shortages, shipment errors or non-compliance issues, CSCI (EQUIPTO) will assist you

in returning or replacing the product/component(s). No sales adjustments will be accepted after fifteen (15) business days from date of shipment, or from the date of Equipto Installation sign off, for any reason. To return products you must contact the CSCI (EQUIPTO) Quality Care for a Return Authorization Number. **No returns will be accepted without a valid Return Authorization Number.** All products must be returned undamaged and in the original packaging to qualify for credit. COD returns will not be accepted. All shipping charges for returns must be prepaid. . The final credit amount will be subject to inspection and repair, repainting, and/or scrap fees applied at time of receipt. All requested returns are contingent upon final EQUIPTO management approval. Contact Information: [www.equipto.com](http://www.equipto.com), click on icon "Report Problems".

### **Terms and Billing Options**

**Payment Terms** - Standard payment terms for customers with approved credit are **Net 30** days from date of invoice.

Orders submitted without approved credit will require a "Cash in Advance" payment prior to an order being accepted and assigned a Ship Date.

In addition, major Credit Cards (American Express, Master Card, Visa, PayPal) are accepted as a form of payment.

International Orders require a 50% deposit, and remaining 50% prior to shipment.

### **Credit Card Purchases and Transactions**

- a. All payments made with a Credit Card "prior" to the standard Net 30 day payment terms will be charged a processing fee equal to 1.5% of the total invoice amount. (Note: American Express = 3% Fee)
- b. All payments made with a Credit Card "after" the standard Net 30 day payment terms will be charged a processing fee equal to minimum of 3% of total invoice amount (Amex=6%).
- c. All additional Credit Card processing fees will be automatically applied during Credit Card processing, and will appear on order invoices.
- d. When an order has been charged to a credit card and then a customer cancellation is accepted, the credit card will be charged the processing fee plus a minimum \$25.00 cancellation charge.

**Returned Checks** - CSCI (EQUIPTO) will charge \$100.00 to a customer account for returned checks due to insufficient funds.

**\*Late Payment Fees** - A late payment fee equal to 1.5% will be applied to any outstanding invoices that are unpaid after 30 day terms. This fee will be calculated and applied monthly to any outstanding unpaid invoices.

\*Note: Any additional collection costs incurred by EQUIPTO due to past due collections efforts will be charged back to the customer.

**International Orders** - CSCI (EQUIPTO) is only responsible for packaging, shipping or facilitating paperwork for shipments within the contiguous (48) states. In the event that CSCI (EQUIPTO) is asked to provide documents and/or packaging suitable for container shipments, a minimum of 20% surcharge will be applied on the total order net value and added to the order. The customer is responsible for inspecting and reporting any missing, incorrect or damaged items at the port, prior to export. 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 be the responsibility of the customer. No credit card payments will be accepted for any international orders.

**Paint Color Selections:** - Consolidated Storage Companies, Inc. (EQUIPTO) offers (10) Standard paint colors as indicated below:

**Standard Colors:** No Additional Charge.

- a. Textured: Black, Bright Yellow, Cherry Red, Regal Blue, Dove Gray, Evergreen and Putty
- b. Smooth: Reflective White, Office Gray, and Mirror Silver (Wire Shelves Only)

**Custom Paint Colors:** A minimum of a 10% Custom Color charge will be added to the net price of Product Only. A paint chip may be required from the customer prior to acceptance of purchase order.

For custom colors, a higher Minimum Custom Color Charge may apply after the paint chip is provided and our paint department has evaluated the cost of the required custom paint.

**Warranties** - CSCI (EQUIPTO) Limited Lifetime Warranty is valid for all products shipped within the contiguous (48) states. All warranties are void if product has been transported, installed or utilized in any way outside the contiguous (48) states. Please refer to the CSCI (EQUIPTO) Limited Lifetime Warranty at [www.equipto.com](http://www.equipto.com) for complete and current warranty definition and 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.

Accepted by

\_\_\_\_\_

Customer Name

\_\_\_\_\_

Authorized Employee of Customer

Date: \_\_\_\_\_