TERMS AND CONDITIONS OF SALE



1. PRICING

All prices and conditions of sales are subject to change without notice. All orders will be invoiced at our price at time of shipment.

Minimum Order: \$100.00 Net. or \$15.00 handling charge on orders less than \$100.00

Custom or Non-Standard Products: A 25% advance deposit is required & goods non-returnable.

Drop Shipments: \$5.00 handling fee.



2. CREDIT TERMS

To be eligible for an OPEN ACCOUNT, we request a minimum <u>initial</u> order of \$200.00 or more. Open accounts will be granted to firms with satisfactory credit history as determined by our Credit Department. A completed and signed U.S. Rigging Supply Works credit application is required.

NOTE: We Accept: DISCOVER • MASTER CARD • VISA • AMERICAN EXPRESS







3. FREIGHT TERMS

All shipments are F.O.B. our plant. <u>Risk of Loss</u>: By shipping the equipment FOB/Santa Ana, customer acknowledges that the risk of loss of goods in transit is with the Customer. Damage to the goods in transit should be reported to the freight carrier immediately upon receipt of equipment.



4. MERCHANDISE RETURNS

All sales are final. Other than Warranty claims (see #6 below), any request for return of a product must have prior approval by U.S. Rigging Supply and will be subject to a 20% re-stocking charge unless caused by a shipping error on the part of U.S. Rigging Supply. Any resulting credit will be in the form of a credit to the customer account or an exchange for another product. All returned merchandise must be accompanied by corresponding invoice and Return Goods Authorization Number (RGA #).

Limitations: Other than warranty claims, no credits will be given for <u>custom-made</u>, <u>special order</u> and <u>non-stocking</u> <u>merchandise</u>. No returns will be authorized or accepted after 20 days from original date of shipment.



Any performance stipulations by U.S. Rigging Supply are conditional on the ultimate user or consumer's determination of the following: proper size and type; proper design and maintenance of the equipment on which products are used; and proper storage, maintenance and periodic inspection of such products during the period of use. The dimensions, weights, strengths and other specifications shown in this catalog are approximates, subject to variation within reasonable tolerances, and not to be solely used to determine the suitability for any specific application.



Important: Safe Work Load is determined by application; ranging from 5 (or 20% of breaking strength) for non-overhead applications, 10 (or 10% of breaking strength) for overhead applications, 15 for life lines.



SELLER WARRANTS THAT THE GOODS SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF DELIVERY TO CUSTOMER. Any claim made within said ninety-(90) day period shall be deemed waived and released. Seller's sole responsibility with respect to claims made within said ninety-(90) day period shall be, at its option, to repair or replace any items which it deems to be defective. The foregoing warranty will not apply if repair or replacement of the goods is required as a result of cause other than normal use, including, without limitation, repair, maintenance, alteration or modification of the goods by person other than Seller or other Seller-authorized personnel or attempts by any person to do the same; addition of goods not supplied by Seller; accidents; failure of equipment not maintained by Seller; fault or negligence of customer, operator error, or improper use or misuse of the goods; causes external to the goods such as, but not limited to, transportation; theft, fire or water damage; and use of supply items which do not meet manufacturer's specifications. Seller shall not be responsible for failure to provide service or parts due to circumstances beyond its control. OTHER THAN AS SET FORTH ABOVE IN THIS PARAGRAPH, SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GOODS (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), EITHER EXPRESS OR IMPLIED. THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR ON CONNECTION WITH THE USER OR PERFORMANCE OF THE EQUIPMENT.

Note: For detailed Warranty, Terms & General Conditions, see our Credit Application.



U.S. Rigging Supply

To Order: 1-800-624-1116

