



## **D&B POWER ASSOCIATES, INC. TERMS AND CONDITIONS OF SALE**

No warranty, promise or representation as to any product sold by us nor any waiver or modification of the following terms and conditions shall be binding upon us unless reduced to writing and signed by an authorized officer.

### **DELIVERY**

Deliveries are subject to D&B Power Associates, Inc. availability and are subject to delays due to strikes, fires, transportation conditions, embargoes, natural disasters, or any other cause beyond our control.

### **SHIPMENT**

Will be made F.O.B. shipping point and in the absence of specific shipping or packing instruction, in accordance with our best judgment. D&B Power Associates, Inc. responsibility ceases with the delivery of the goods or products to the carrier.

### **CLAIMS**

Claims for shortages or rejections must be made in writing within 7 days after receipt. All equipment and technical data including instruction manuals are delivered to the buyer for the sole purpose for which they were designed.

### **CONDITIONS**

No credit shall be allowed for returns unless D&B Power Associates, Inc. authority in writing has been first obtained. Only products in their original sealed cartons will be considered for credit. When returned, a reasonable handling charge will be made to cover necessary inspection, adjustment, repacking and clerical work.

### **TERMS**

Terms are Net 30 days after shipment of equipment subject to credit approval. If payment is not received within 45 days of shipment/invoice date, interest will be charged at the rate of 1.5 percent per month, commencing 30 days after the invoice date. Credit cards (Visa, MasterCard) are subject to a convenience fee. The current fee is 3% of total charge.

### **CANCELLATION**

Cancellation of orders not yet shipped for special/custom products may be subject to a cancellation charge or may not be cancellable. Any order for a standard product may not be canceled after (2) weeks of order date. Within that time order may be canceled by mutual agreement of the buyer and seller, provided product has not been shipped. All ordered products once received by the buyer, may be subject to a cancellation and/or restocking charge as dictated by the specific product manufacturer. Some products are non-returnable. The buyer is responsible for freight and packaging on return shipments.

### **ATTORNEYS' FEES**

In the event any court action or proceedings are instituted or taken by D&B Power Associates, Inc. to enforce or recover upon any of the terms of this sales transaction, or in the event D&B Power Associates, Inc. becomes a part to any such court action or proceeding by reason of its rights hereunder or the exercise of such rights, D&B Power Associates, Inc. shall be entitled to recover in addition to court costs and expenses incident to any such action or proceeding, its reasonable attorneys' fees to be fixed by the court, and with respect to any such attorneys' fees, the same shall be chargeable to and payable by the buyer who shall indemnify and hold harmless from the payment thereof and all loss, liability and obligation in connection therewith.

Consult manufacturer product data sheets for specific warranty policy.

**D&B POWER ASSOCIATES, INC 453 Dunham Rd. Ste 100 St. Charles, IL 60174**

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