



Quality Plumbing & Heating Supplies

TERMS AND CONDITIONS OF SALE

TERMS – Net 30 days prox.

CREDIT LIMIT – Flemington Supply Co., Inc. reserves the right to adjust credit limits as it deems necessary and may request a financial statement at any time. Any account with a credit limit of \$50,000 or higher will be required to provide a financial statement on an annual basis.

COLLATERAL – A personal guarantee and/or credit card is required to secure the account as it should not be considered a line of credit. Consequently, Flemington Supply Co., Inc. reserves the right to demand and expect payment of all balances, in full, at any time.

SERVICE CHARGES – A service charge of 2% per month (24% per year) will be added to all accounts for invoices unpaid 30 days beyond the net 30 day terms.

DEFAULT – An account is considered in default if any portion of the account balance remains unpaid for 60 days beyond the net 30 day terms.

COLLECTIONS & ATTORNEYS FEES – An account considered in default may be placed in the hands of a collection agency or an attorney for the sake of collecting an outstanding balance. Any and all collection costs associated with this action will be the responsibility of the account holder or guarantor.

DAMAGES OR SHORTAGES – All claims must be reported either on the carriers packing list or verbally within 48 hours. No credits will be issued thereafter.

CANCELLATIONS & RETURNS – Returns will not be accepted without prior approval and RGA. All returns subject to a restocking fee, handling charge and return freight where applicable. All orders are subject to cancellation charges. Specialty or non stock items are non-cancelable once ordered and non-returnable unless approved by the manufacturer; therein any credit will be in accordance with the terms and conditions of that manufacturer and may bear additional restocking charges and return freight.

DISTRIBUTOR WARRANTIES – Flemington Supply Co., Inc. makes no warranties or representations express or implied as to workmanship, performance quality, durability, fitness for a particular purpose, or merchantability with respect to these articles or any **modifications of these articles requested by the customer**. The only warranties applying to the articles sold hereunder are those specifically provided in writing by the manufacturer. Flemington Supply Co., Inc. shall not be liable in contract or tort or otherwise for injuries to persons or property or for incidental or consequential damages or for commercial damages or for any other loss or damage.