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TERMS AND CONDITIONS OF SALE

General

1. All prices, and these Conditions of Sale are subject to change by Frank Murken Products, LLC without prior notice.
2. Upon placement of the purchase order, Buyer agrees to the exclusive application of Frank Murken Products, LLC. Terms and Conditions of Sale.
3. All orders placed on account are subject to a minimum charge of \$ 25.00.
4. All claims must be made within seven (7) days of receipt of merchandise.

Payment Terms

1. Except as may be stated on invoice, payment terms for approved credit sales are net thirty (30) days Frank Murken Products, LLC. reserves the right to alter payment terms based on Buyer's payment history.
2. Frank Murken Products, LLC. reserves the right to hold shipments against past due accounts.

Freight Terms, Goods Damaged or Shorted in Shipment

1. All shipments will be made F.O.B., Destination. Buyer shall be responsible for clearly noting any shortages or damages on the delivery receipt (freight bill). Upon delivery, Buyer is also required to immediately notify Frank Murken Products, LLC by phone or e-mail of any damages or shortages.
2. Backorders will be shipped in the most practical fashion with charges consistent with the freight policy established under the original order.

Acceptance, Alteration and Cancellation of Orders

Orders for fabricated goods, non-standard items, or non-standard lengths, may not be cancelled after production has occurred or any other costs incurred.

Return of Defective Merchandise

Defective or failed goods shall be held at Buyer's location until authorization has been granted by Frank Murken Products, LLC. to return the goods, freight prepaid, or dispose of the goods. Credit, based on prices at time of purchase, will be issued for goods found to be defective by Frank Murken Products, LLC. upon inspection.

Goods Shipped in Error

Buyer must notify Frank Murken Products, LLC. immediately on any goods shipped in error. Upon notification, the goods are to be returned to Frank Murken Products, LLC. either via truck or UPS on a freight collect basis. Buyer will be reimbursed for cost of these goods.

Goods Ordered in Error

Standard packaged goods only may be returned, provided that the goods are in the Buyer's possession no more than twenty (20) calendar days. If such goods are accepted for return, the goods must be returned freight prepaid and Buyer will be charged a minimum of 20% of the purchase price to cover restocking and handling charge, plus the outbound freight charges if the goods had been shipped to Buyer prepaid. Returns are not accepted for goods that are specially manufactured to meet the Buyer's requirements of either specifications or quantity.

Concealed Damage

Any evidence of damage to goods shipped, upon the opening of the original shipping package, must be reported to Frank Murken Products, LLC as soon as possible.