

## TERMS AND CONDITIONS FOR DOING BUSINESS WITH PECO SALES

All terms and conditions in this document supersede all previous terms and conditions. Any and all provisions of this document are subject to change by PECO Sales without notice. These terms and conditions are in effect for any purchase order method: mail, fax or electronic.

### Dealer Policy

PECO Sales is the wholesale division of Forestry Suppliers, Inc. serving dealers only. A completed and signed Dealer Application must be submitted for all open COD or prepaid accounts. PECO Sales reserves the right to refuse open charge account privileges should a signed Dealer Application not be submitted.

### Order Acceptance

All orders are subject to acceptance by PECO Sales at its offices in Jackson, Mississippi.

### Minimum Order

Minimum order is \$50.00. Orders of less than \$50.00 are subject to a **\$5.00 handling charge** except for replacement parts listed in the Peco Sales Price List.

### Shipping

Free freight on orders of \$1,000.00 or more to dealers. This applies to single destination shipments only within the continental United States. It does not apply to air or other express shipments. Certain items are excluded.

### Pricing

All prices are subject to change without notice.

### Payment Terms

Net 30 days from date of invoice for established open charge accounts. We accept COD and prepaid orders.

### Taxes

All Taxes of any nature in connection with a sale are the responsibility of the Dealer.

### Returned Merchandise

Merchandise may be returned only after receiving authorization from PECO Sales. Merchandise returned without authorization may be refused or returned at Dealer's expense. Authorized returns must be in new and sellable condition in original manufacturer's packaging. The product must be of current design and finish. Returns will not be allowed for discontinued or obsolete items. Returned merchandise is subject to a 15% restocking charge unless the merchandise was shipped in error by PECO Sales, or if the merchandise was defective upon receipt from PECO Sales. **Special-ordered, non-inventory items may not be returned.** All returned merchandise will be inspected by PECO Sales before credit is issued. Shipping charges for returned merchandise must be prepaid. Merchandise may not be returned after 60 days from the date of invoice. Proof of purchase must be obtained on all items to be returned. Credit will be issued at the actual cost paid as shown on the proof of purchase. The 15% restocking charge will be deducted from the credit, if applicable.

### Damaged Shipments

Shipments are F.O.B. factory or shipping point. PECO Sales is not responsible for damaged or lost merchandise after it is delivered to or picked up by the carrier. Before accepting any shipment from a carrier, the Dealer should inspect it for external/internal damage, and report any damage to the carrier's agent. Follow the carrier's instructions. Then, report any damage to PECO Sales. We will work with you to resolve the problem. Do not return damaged merchandise without authorization from PECO Sales.

### Errors and Omissions

We make every effort to assure your order is processed and shipped correctly. However, errors are occasionally made. Open and inspect your shipment immediately upon receipt. If a discrepancy is found, follow the instructions given on the back of PECO's packing list which is included with each shipment. Any discrepancy in the shipment must be reported to PECO Sales **within 7 days after receipt.**

### Dealer Satisfaction

Dealer satisfaction is important to PECO Sales. If a question arises about our products or service, please call or write immediately explaining the details. Subject to the Warranty Limitation and Limitation of Seller's Liability below, we will do our best to see that you are completely satisfied with our products and services.

### Limitation of Seller's Liability

PECO Sales shall not be liable for any damages arising from the sale or use of any item sold by the company in excess of the purchase price of such item. In no event shall PECO Sales be liable for loss of profit or goodwill or any other special, consequential or incidental damages in connection with the sale or use of any items sold or delivered by the company.

### Warranty Limitation

PECO Sales shall make available to the Dealer any warranty of new items supplied by the manufacturer. No other warranties of any item are expressed or implied, nor is any other warranty of merchantability or fitness for a particular purpose. PECO Sales neither assumes nor authorizes any person to assume for the company any other obligation of liability whatsoever in connection with the sale of products.

### Election of Venue, Jurisdiction and Law

It is agreed that any claim made against PECO Sales (Seller) is subject to the venue and jurisdiction of the first Judicial District of Hinds County, Mississippi, and shall be filed there in a court of applicable subject matter jurisdiction. Notwithstanding, and without limiting, this venue and jurisdiction provision, it is further agreed that the laws of the State of Mississippi shall apply to any claim made, and to this agreement.

### Copying Prohibited

Nothing herein shall be interpreted as granting Dealer a license to copy or reproduce PECO Sales' print or on-line product catalogs. Any copying, reproduction, publication or other use of the pictures, text, format or arrangement of such catalogs without the prior written consent of PECO Sales is strictly prohibited.