

# TERMS AND CONDITIONS FOR DISTRIBUTORS

## TERMS:

- Net 30 days on approved credit; 2% net 10 days. Account must be current for discount.
- 1.5% service charge per month on all past due accounts.
- Past Due accounts beyond 61 days will be subject to Credit Hold. NO Shipments, NO Will Call until account is current.
- Orders received after 12:00 p.m. (P.S.T.) will be processed on the next business day.
- Minimum order \$50, No Exceptions.
- Contact Bravo in advance for International orders.

## PRICES:

- All prices are LIST and quoted in US dollars.
- Subject to change without notice; Bravo Systems reserves this right.
- Tax or Tariff's; not included.
- Orders on hand but not shipped at time of price change will be invoiced at previous price "if" the orders are for immediate shipment.
- Orders received or scheduled for shipment after price increase will be invoiced at the new price.

## DISTRIBUTOR DISCOUNTS:

- Contact S. Bravo Systems for discount information.
- Invoices paid in full within 10 days from date of issue; receive **2%** discount applied to your invoice.
- Invoices Past Due: Discount does not apply.

## FREIGHT:

- F.O.B. factory.
- Our responsibility ends at the acceptance of the materials by the common carrier.
- Shipment shortages / Freight damages:
  - > End User must provide written notice within Ten (10) days of receipt of order to Bravo.
- Consignee must file a claim for shortage and/or damaged freight against the common carrier.
- Once shipped, non-standard / custom orders are non returnable.
- All returns must be made freight prepaid unless prior arrangements are made.

## STORAGE FEES:

# IMPORTANT

- Orders not Shipped or Will Called within 5 business days from "ready to ship" notification, will be subject to storage fees.
- Fees: \$3.00 per sq. ft - PER DAY - No Stacking Allowed.
- Due to limited floor space; arrangements must be made prior to ordering.
- Invoicing or Re-Stock fees will apply for orders left over 30 days.



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## **RETURN POLICY:**

- Merchandise returns accepted ONLY with Returned Goods Authorization (RGA); returns without proper documentation will be rejected. Contact customer service for RGA number & form.
- Merchandise returned under warranty must include a copy of Bravo's RGA form including product Serial Numbers.
- Absolutely - No Returns accepted after 90 days.
- No cash refund on credit memo.
- Merchandise returned for credit is subject to a 25% restocking and handling fee.
- Merchandise with permanent modifications cannot be returned.
- Credit allowance is based on condition of merchandise upon return and subject to inspection.

## **CANCELLATIONS:**

- No specification changes or cancellations without Bravo's permission.
- Bravo will add necessary charges covering costs incurred as a result of order changes and cancellations.

## **CUSTOMIZED DESIGNS:**

- Custom orders are non cancelable / non returnable and subject to a minimum \$200.00 Engineering charge.
  - > Conversion Frames
  - > Customized Engineering Design / Drawings
  - > Optional components factory installed to standard products

## **EXPEDITED ORDERS:**

- 25% expedite fee charged per item; for all Rush Orders - No Exceptions!

## **QUOTATIONS:**

- All quotations are good for thirty (30) days.

## **WARRANTY DETAILS:**

- 1 year limited warranty for all Bravo Products.
- Warranty is void if merchandise is:
  - > Returned after warranty expiration
  - > Assembled with foreign parts
  - > Installed or repaired by unauthorized personnel
  - > Not installed exactly as described in Bravo's Product Installation Instructions
  - > Shows evidence of abuse, misuse, damage or inappropriate use of force
  - > Shipping Warranty Sheet is not filled out and Faxed for each containment product.
- Merchandise with voided warranty will be returned via freight collect to the distributor.
- If merchandise qualifies under the warranty, Bravo may choose, at their discretion, to repair or replace the item and return to the distributor / end user.

## **WARRANTY**

All containment systems sold by S. Bravo Systems, Inc. are warranted to be free from defects in material and workmanship for a period of one year from date of purchase. This warranty will be limited to the repair and replacement of Bravo parts only and will exclude all claims for labor or consequential damage. No other express warranties given and no affirmation of S. Bravo Systems, Inc., or its agents and/or representatives, by words or action, will constitute a warranty. IT IS EXPRESSLY AGREED THAT THIS WARRANTY WILL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND IN LIEU OF THE WARRANTY OF MERCHANTABILITY.

This warranty is void if there is any evidence of modification, abuse, negligence, or improper installation. If any fittings or components, other than S. Bravo Systems approved fittings or components, are used in conjunction with any S. Bravo Systems product, the warranty pertaining to these products is immediately void.