

TERMS AND CONDITIONS

Jesco Iron Craft, Inc., d/b/a Jescraft

ORDERS

All orders are subject to these terms and conditions. Accepting delivery of our products means the buyer (or “you” or “your” in these terms and conditions) accepts these terms and conditions. Prices, policies and product specifications are subject to change without notice at any time. Inspect all shipments carefully upon receipt.

TERMS OF PAYMENT

Payment is due in U.S. dollars, net 30 days from the date of invoice. Each shipment shall be considered a separate and independent transaction and therefore, payment shall be made accordingly. Please include our invoice number with your payment.

In the event that Buyer shall fail to make any payment on this or any other contract between the parties in a timely fashion we may, at our option, refuse to make any deliveries or may demand cash payment before order shipment.

PRICES

Prices are subject to change without prior notice. Orders are accepted at pricing in effect on the date of order. All prices are FOB our plant, Bogota, New Jersey, or point of shipment.

SPECIFICATIONS

Jescraft is constantly striving to develop new products and improve existing ones. We therefore reserve the right to change or revise product designs, product specifications, and model numbers without notice.

DELIVERY

Prices are FOB our plant, Bogota, NJ, or point of shipment. All transportation costs and risk of freight damage are the obligation of the Buyer. Title of product transfers to the carrier at the point of shipment. It is the carrier’s responsibility to deliver all products in the same condition received. **Claims for shortages or damages, whether concealed or otherwise, must be filed with the common freight carrier. Damaged product in unacceptable condition at time of delivery must be so noted on the delivery receipt first, then reported to Jescraft.** It is recommended that damaged items be refused at time of delivery and returned with the carrier. If an item is back ordered, this status will be noted on your packing slip and invoice. The item will be shipped as soon as it becomes available.

All promises of delivery are made in good faith, and Jescraft will make every reasonable effort to see that they are fulfilled. However, if we are unable to meet scheduled delivery dates due to factors beyond our control, such as fires, government directive or failure of our suppliers to meet their promises, we shall not be liable for consequential or special damage. Refused shipments will automatically receive a 25% restocking fee plus the cost of the return freight.

RETURNS

Return of goods will not be accepted without a **RETURN MATERIAL AUTHORIZATION** number, which can be obtained from Jescraft Customer Service upon request, provided that all necessary information is available regarding the proposed return. Defective goods will be replaced or credited, at the customer’s option, at no additional charge.

A minimum 20% restocking charge applies to all non-defective products returned for credit within the first 30 days after purchase. Thereafter, a 35% restocking charge will be applied. Products will not be accepted for return 45 days after their original ship date. Jescraft additionally reserves the right to impose a reworking charge when products are returned damaged and cannot be directly resold. Furthermore, any product specially produced or not normally carried in inventory will not be accepted for return under any circumstances. All items to be returned must be sent back to Jescraft via pre-paid freight, with the **RETURN MATERIAL AUTHORIZATION** number clearly marked on the product and noted on the packing slip. No freight collect shipments will be accepted.

If Buyer orders the wrong product by mistake, it may be returned with a reduced restocking charge of 10% if ALL of the following conditions are met: the incorrectly ordered products are returned within 15 days of shipment; the Buyer must pay freight to return the product; the product must be received in like-new condition; the Buyer must immediately place a replacement order of equal or greater value than that of the order being returned. If all of these conditions are met, at the discretion of Jescraft, Buyer may receive the reduced 10% restocking charge.

Jescraft reserves the right to accept or reject the returned product subject to an inspection upon receipt. Returned product that is severely damaged will be rejected and will not qualify for any type of return credit.

SPECIAL ORDERS

We are ready to work with you to tailor our products for your special material handling equipment needs. In most cases Jescraft can provide special engineering and manufacturing processes. Charges for product design/manufacturing modifications will be quoted on an individual basis. Custom manufactured product cannot be returned. Contact Jescraft Customer Service for more information.

LIMITED WARRANTY

Jescraft warrants its products, under normal use, to be free from defects in material and workmanship for a period of 12 months from the date of purchase, (hereafter, “Warranty”). Jescraft, at its sole discretion, will replace such defective equipment free of charge provided the products are returned prepaid to Jescraft. Thereafter, repairs will be made at established factory prices. Unauthorized service or repairs by anyone other than authorized Jescraft personnel renders this Warranty void and releases Jescraft from any further responsibility or obligation. Any damage caused by failure to observe instructions, by accident or in transit or elsewhere will not be covered by the Warranty. This Warranty is in lieu of all other Warranties expressed or implied and no one is authorized to assume any liability on behalf of Jescraft or impose any obligation on Jescraft in connection with the sale of any product other than as outlined above.

In the event that any direct or indirect customer of Buyer does not agree to the warranty terms and disclaimer set forth in the preceding paragraphs, the Buyer agrees to defend and indemnify Jescraft from any claim for loss of use, loss of profits or any other direct or indirect, incidental or consequential damages sustained by the direct or indirect customer of Buyer as a result of any failure of Jescraft’s products or any defects in those products or delay in remedying the same.

FREIGHT OPTIONS

All prices exclude transportation charges, which will be borne by the Buyer. Transportation charges are based on actual transportation costs* applied per individual order at time of placement. For additional information or to obtain a freight quote, please contact Customer Service at 800-524-1142.

Pre-pay and Add

Jescraft will prepay and add transportation charges to Buyer’s net invoice amount.

Collect

Have your order billed to the receiver on the receiver’s freight account.

* Freight Discount

All billed transportation costs include special discounts Jescraft has contracted with our chosen carriers and are reflected on your invoice as one billing line item (freight charges).

These Terms and Conditions supersede all prior understanding, communications, policies, agreements, advertising materials or catalogs furnished between you and Jescraft.

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AUTHORIZED SIGNATURE

DATE