

Brauer Supply Company General Terms, Conditions, Freight Policies, and Return Policies

Price:

- All orders subject to the prices in effect on the date of ship of shipment or specific quotation.
- All prices and specifications subject to change without notice.

Terms:

- 10TH Prox / Net 30 Days from Date of Invoice.
- Payment Discounts, if any, will be shown on the invoice.
- Customer agrees to pay service charges of 1 ½ % per month on all past due accounts.
- Customer agrees to pay a \$30.00 service charge on any and all returned checks.
- Customer agrees to pay any and all costs involved in the recovery of monies owed due to returned checks, past due accounts, or other causes resulting in money owed to Brauer Supply Company. These monies include, but are not limited to the original amounts owed along with collection fees, attorney fees, court costs, and any other fees and/or charges related to the collection of amounts owed.

Minimum Billing and Special Orders:

- \$10.00 minimum on all cash and/or check purchases.
- \$20.00 minimum on all charge, CBD, or COD purchases.
- A minimum of 25% deposit will be required on orders for special material.

Shortages due to Brauer Supply Company Error:

- All claims of shortages, errors, or defective goods must be filed with fifteen (15) days after receipt of material (See below for Return Goods policies related to errors or defective goods).

Warranties:

- All statements, warranties, and product representations relating to products sold by Brauer Supply Company are those stated on the most current literature from our manufacturers/suppliers. Brauer Supply Company makes no warranties of its own, either expressed or implied.

Limitation of Liability:

- Brauer Supply Company will not be liable for failure to deliver product to purchaser in a timely fashion for any reason, including, but not limited to, market conditions, product scarcity, failure of manufacturer to meet production schedules, credit decisions, or any other circumstances whether or not under the direct control of Brauer Supply Company, nor will Brauer Supply Company be held liable for any actual, consequential, or liquidated damages resulting from the above conditions. Any provisions, statements, or conditions in purchaser's request-to-quote or purchase order, either written or oral, are hereby specifically rejected.
- Brauer Supply's failure to perform any term or condition of sales agreements as a result of conditions beyond its control, such as, but not limited to, war, strikes, fires, floods, acts of terrorism, civil unrest, acts of God, governmental restrictions, power failures, or damage, failure, or destruction of computer/network systems/facilities/servers, shall not be deemed a breach of those agreements.

Return of Goods:

- No goods or materials will be accepted for return without our written consent in the form of an RGA (Return Goods Authorization). This can be expedited by supplying us, via telephone, email, or in writing, with the following information -
 1. Date and number of the invoice on which the material was billed. If material not yet invoiced, the date and number of work order and/or packing list.
 2. Description and quantity of the material being returned.
 3. Reason for the return.
- No material will be accepted for return unless the following conditions are met -
 1. Stock items must have been purchased within 120 calendar days preceding the date of return. If material was defective or shipped incorrectly, Brauer Supply Company must be notified within 15 days of the date on which the material shipped.
 2. Special items or Brauer Supply non-stock items will not be accepted for return unless our suppliers agree to accept the returned material.
 3. Material must be returned in original cartons and in a resalable condition as determined solely by Brauer Supply Company.
 4. The customer agrees to pay all transportation charges for the return to Brauer Supply Company and/or the manufacturer.
- Once Brauer Supply Company agrees to accept the return, you will receive a written Return Goods Authorization. Upon receipt of the material at Brauer Supply Company or at our supplier as applicable, Brauer Supply Company will credit your account subject to the following terms –
 1. All packing slips and paperwork originating with the customer must reference the Return Goods Authorization number and the date and invoice number (or date and work order / packing slip number if not yet invoiced) on which the material was originally billed (or shipped if not yet invoiced).
 2. Material which can be put back into Brauer Supply Company stock will be credited back at invoice price, less 10% for material returned in full cartons or less 25% for broken cartons.
 3. Special items and Brauer Supply non-stock items for which our suppliers have agreed to accept the return will be credited at invoice price less a pre-agreed restocking charge.
 4. If the return is due to an error by Brauer Supply Company or our supplier, Brauer Supply will either pick up the material, or request that you ship the material to Brauer Supply Company or our Supplier as applicable. Replacement material will be shipped or delivered promptly. Brauer Supply Company or our supplier will pay all freight charges related to the return of defective or incorrect material and the replacement of same with proper material. Replacement material will then be billed in the usual manner.
 5. Any credits due will be applied to open balances for future orders. Cash customers will receive a check or credit card credit issued from our accounting office.
 6. Brauer Supply reserves the right to apply any refund to any outstanding balance that may exist on a customer's account.

Freight Policies as of May 1, 2013

- All shipments of \$150.00 or more will be shipped freight allowed via our trucks on regularly scheduled days in our regular delivery areas.
- Invoices of less than \$150.00 shipped via Brauer Supply Company vehicles on regularly scheduled days in our regular delivery areas will be subject to a \$25.00 delivery fee.

- Any fuel surcharges in effect will apply to all shipments made via Brauer Supply Company vehicles regardless of order size.
- Contact our office for details on regular delivery schedules and areas.
- Short shipped or backordered items regardless of order size may qualify for freight allowed shipping.
- All orders shipped via UPS or other third party carriers will be sent prepaid, no freight allowed and be subject to an \$8.00 handling charge.
- Orders may be sent 3rd party freight allowed when shipped for Brauer Supply Company's convenience or to fulfill back orders.
- All LTL (less than full truckload) shipped via common carrier will be shipped prepaid, no freight allowed. Freight charges will be billed to customer. Large orders or specifically quoted material may qualify for allowed freight.
- Material shipped direct from one of our manufacturers/suppliers to a customer will be shipped according to their freight policies. Freight charges may be billed to the customer according to such policies.
- Certain material is always shipped no freight allowed. Contact your salesperson or our inside customer service personnel for details.
- When Brauer Supply Company incurs the freight cost, Brauer reserves the right to select the carrier.
- When the customer specifies a carrier or requests expedited delivery / special handling, the customer will be responsible for all freight charges.