

Effective August 1, 2016 Rev. 2

## Distributor Terms and Conditions of Sale

- Pricing**
- Product pricing is published in Harger's On-line Equipment Price List at [www.harger.com](http://www.harger.com).
  - Thirty-day notification will be given prior to price change affectivity date.
  - Wire, strap and braid is sold and quoted as +/-1% of length.
- Payment Terms**
- Cash discounts are available for orders accompanied by payment, C.O.D. order or prompt payment of open accounts.
  - Net 30 days terms may be extended upon approval of credit. Past due invoices are subject to the late charges as shown on our invoices.
- Taxes**
- We reserve the right to add any tax imposed by law.
- Freight Terms**
- **Unless otherwise noted all shipments are F.O.B. factory. All allowances are within continental United States.**
  - Freight allowances are based on Product Freight Category. Freight Categories are listed for each product in the Equipment Price List. Freight Categories are:
    - **Category A:** Freight allowed on \$700 or more net. Includes items such as Ultraweld molds, weld metal, tools, ground bars, lugs, jumpers, pipe clamps, ground clamps and lightning protection fittings.
    - **Category B:** Freight allowed on \$1,500 or more net. Includes Cu-Clad, Copper, Galvanized, Stainless Steel Ground Rods, Enhanced Ground Rods and Lightning Protection Conductor.
    - **Category C:** Contact Factory. Includes Ultrafill, flat strip SRG, prefabricated wire mesh, mats, ground access wells, and ground bus systems
    - **Category D:** Freight allowed on 2,000 pound or more. Includes bare, tinned and insulated grounding wire.
  - Products of different Freight Categories can be combined to meet the terms of the highest Freight Category.
  - Special freight allowances will be considered on a per order basis. Contact factory.
  - Buyer is responsible for any loss incurred after loading at inland point of departure and must pay all transportation costs on purchase order totaling less than the freight allowed dollar amount.
  - Harger will ship by truck, Federal Express, United Parcel Service, airfreight or parcel post. Unless otherwise instructed, Harger will ship by the most economical means.
  - There will be no allowance if shipped by more expensive carrier, regardless of the freight allowance terms.
  - We **DO NOT** assume responsibility for combining orders on shipments to reduce or eliminate freight charges.

- Minimum Order Quantities**
  - Harger reserves the right to supply full carton or multiples thereof, on all orders.
- Claims and Shortages**
  - Claims for errors and shortages in shipment must be made within seven days of receipt of shipment.
  - Any error on Harger's part will be handled immediately with no additional cost, including shipping charges.
- Damaged Shipments**
  - Harger does not assume any liability for damage to product in shipment.
  - Accept the shipment and note on the Bill of Lading that "Carton was broken or damaged" in transit. Notify carrier and shipper in writing within five days after receipt.
  - Any concealed damages must be reported in writing to the carrier and shipper within 30 days after receipt.
  - Claims for such damage or loss must be made direct to the transportation company.
  - Be sure to have the delivering carrier note such damage or loss on the receiving bill.
- Material Returns**
  - Only regularly stocked material will be considered for return.
  - There will be a minimum 25% restocking charge applied on all material accepted for return provided it is in resalable condition.
  - The buyer must obtain permission and shipping instructions from Harger before returning material.
  - A distributor's slow moving inventory can be returned at no charge for like value of other product, but must be approved by Harger prior to return.
- Warranty**
  - All new Harger products are unconditionally guaranteed against defects and workmanship for a period of one year from date of purchase.
  - Any product found to be defective will be replaced at no charge, freight prepaid, without any further expense to the buyer. Prior written notice and return of the product is required.
  - The product is covered under warranty only if it was used for the purpose it was intended.
  - This warranty is null and void if there was any misuse or abuse of the product.
  - Harger will not allow any claims for labor or other expenses necessary to replace or repair damages caused by defective product.
- Minimum Order**
  - \$50.00 net

The above Terms and Conditions of Sale supersede all previous Terms and Conditions.