



ARCHITECTURAL PRODUCTS DIVISION
 Wall Protection Systems
 Entrance Mats And Gratings
 Athletic Flooring Systems
 Industrial Impact Protection Systems
 Parking And Traffic Safety Products

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TERMS AND CONDITIONS

ORDER ACCEPTANCE:

A) A Buyer's order for any product offered for sale by the **PAWLING CORPORATION**, its authorized representatives and distributors (collectively, the "Sellers"), shall constitute acceptance of the Terms and Conditions set forth herein.

B) Unless otherwise agreed upon in writing by the Seller, any Terms and Conditions in addition to, different from or inconsistent with, those stated herein that may be proposed by the Buyer are herein objected to and rejected.

C) All orders are considered accepted only in Wassaic, New York. No order shall be binding upon the Seller until the Seller sends to the Buyer confirmation of its acceptance of such order.

MINIMUM ORDER SIZE:

Minimum order size is \$100.00 net. A \$10.00 service charge will be applied on orders totaling less than \$100.00 net.

PRICES:

All prices are exclusive of all Federal, State and Local withholding, excise, sales, use and similar taxes, fees or charges imposed by any Governmental authority. The buyer is responsible for payment. Terms of payment are net thirty (30) days from the date of invoice. Retainage or other forms of escrow are not permitted. Back charges incurred – for any reason – will not be accepted unless previously agreed to in writing by the seller. Invoices that are not paid in full, or in part within terms, will be subject to a service charge of 1.5% per month on the unpaid balance.

Material must be shipped within six (6) months of the date of order entry. After six (6) months, prices will be evaluated based on market conditions.

SHIPMENT, DELIVERY AND ACCEPTANCE:

A) Unless otherwise agreed upon in writing by the Seller, deliveries shall be made FOB Wassaic, New York (F.O.B. Factory for Drop Ships), freight charges prepaid and added or third party billed. The Seller is not responsible for inside delivery charges, re-delivery charges, extra charges for "Notification of Arrival", or any other special or extraordinary delivery charges. Regardless of the method of delivery, risk of loss for the products shall pass to the buyer on the date the products are delivered to a Common Carrier at the shipping point. We have **no responsibility** for loss or damage to the products after we have delivered them to a Common Carrier.

B) Since actual order quantities, freight rates or freight carriers may differ from original quotation estimates, actual freight charges added to an invoice at time of shipment can be different from initial estimates. Seller does not consider freight rate estimates firm to date of shipment. Unless otherwise noted in a quotation, quoted freight rates are based on one (1) shipment of all ordered material to one (1) destination. Multiple shipments at Buyers request will incur additional freight charges.

CHANGES TO ORDERS:

Orders cannot be changed or otherwise altered after the order has been released to production. We reserve the right to charge back costs incurred from changes or cancellations.

RETURN OF MERCHANDISE:

Written authorization must be obtained for all return material requests. If authorization is granted, a restocking charge of 40% of the original invoice amount will be applied. The customer is also responsible for freight charges to ship (if any) and return the material. **PAWLING CORPORATION** will not accept returns of the following:

- Custom cuts, bends or special fabrications
- Drilled or taped products
- Custom mats or matting
- Custom size wallcovering
- Cut to size material
- Grooved or 2 color wall guards & handrail
- Rolls of wallcovering
- Steri-guard products
- Wood Products
- Thermoformed products
- Special run material
- Adhesive, caulk, primers and cleaners
- Any material shipped 6 months or more prior to request date
- Heartwood products
- Materials with a net invoiced value of \$250 or less

No returns will be accepted without the approved Returned Material Authorization (RMA) number clearly visible on all correspondence and packages. Upon receipt and inspection, appropriate credit will be issued. Material must be received at **Pawling Corporation** within 90 days of the RMA issue date or the authorization is considered invalid. Any material received after that date will be refused.

LIMITED LIFETIME WARRANTY:

PAWLING CORPORATION warrants all standard catalog products to be free from defects in workmanship or materials for the life of the product. In the unlikely event that the product should fail under normal conditions and when properly installed and used for the purpose intended, as a result of a defect in workmanship or materials, we will repair or replace the product at no charge. We will not be responsible for any installation cost involved with the replacement. We are not liable for any incidental or consequential damage under this warranty or any other warranty, express or implied. This warranty does not apply to damage caused by misuse, alterations, accident, neglect, normal or unreasonable wear or tear, or other cause not arising out of a manufacturing defect.

CONTRACT/PURCHASE ORDER ADMINISTRATION:

PAWLING CORPORATION considers itself to be a "Material Supplier" only. We will not accept purchase orders or contracts requiring pay applications, Certificates of Insurance or other administrative submittals unless the net order value is at least \$3,000.00. Administrative Services for orders less than \$3,000.00 will be subject to an additional charge.