

## **Pfingst & Co, Inc. General Terms**

Sales are subject to the following terms of sales, which shall be deemed to have been accepted by placing an order with us. These terms supersede all terms of the buyer.

### **Pricing & Products**

Prices are in effect as of January 1, 2019 and are subject to change without notice. The purchase of products from the price list or website are to be by recognized accounts of Pfingst & Co, Inc. Pfingst & Co, Inc. is under no obligation to honor any prices that might be incorrect.

For all prices and products, we reserve the right to make adjustments due to errors, changing market conditions, product discontinuation or typographical errors in advertisements.

### **First Time Customers**

First time customers are required to prepay on initial orders by credit card only.

### **Minimum Order**

A \$5.00 fee will be assessed to any Purchase orders equal or less then \$50.00

### **Drop Ship Fee**

All drop ship orders will be assessed a \$5.00 fee.

### **Terms Of Payment**

Net/30 for wholesale distributors. Credit card at time of order for retail accounts **(please note we are a wholesale distributor, limited retail accounts.)**

Pfingst & Co, Inc. reserves the right to charge overdue interest amounting to 1.5% per month for any invoice unpaid on the due date. Business checks are accepted for payment. Payments remittance to **Pfingst & Co, Inc. PO Box 377, South Plainfield NJ 07080**

### **Terms Of Delivery**

All orders will be shipped ground UPS (United Parcel Service) Freight costs are charged at cost prevailing at time of shipment. Shipments are made for the account of and solo risk of the buyer, unless otherwise agreed. Shortage claims **MUST** be made within 3 days of receipt of goods. No claims allowed after 10 days. Damaged goods must be reported to the carrier within 24 hours and must be filled by the consignee.

### **Time Of Delivery**

Delays in delivery due to any circumstances beyond our control, such as interruptions in manufacturing, or supplies from our sub-supplier etc., entitle us to withdraw from contract or fulfill the same at a future date.

### **Partial Deliveries**

To be accepted, unless otherwise agreed, and are to be paid in accordance with invoicing. Please note that back orders might be forwarded together with the next order.

### **Limited Warranty**

Pfingst & Co, Inc. warrants that the product will be free from defects arising from faulty materials or workmanship for 90 days from the date of purchase/invoicing. Beyond this Pfingst & Co, Inc. accepts no further liability. No claims for Damage whether for direct or indirect damage, for non-fulfillment or otherwise. This warranty shall not apply to products or parts thereof: a) which have been subject to abuse, misuse, negligence or accident or are not connected to proper power supply. b) to which any modifications, alterations, or attachment has been made without written consent of Pfingst & Co. Inc.

### **Return Of Goods**

Due to regulations Pfingst & Co, Inc. is unable to accept open, used, or relabeled product. Prior approval must be obtained before merchandise can be returned for credit or exchanged. Shipments of returned merchandise must be prepaid. Merchandise returned must be in it original unopened package, accompanied by original invoice number or packing slip. Credit may be subject to a 15% restocking charge. Merchandise not meeting these conditions will be rejected and returned to sender at there cost.