

# Terms and Conditions

## Ordering

- **Please specify the complete model number and or part number as well as identifying any additional options that are required or that have been specified in a quotation.**
  - **Fax Orders: 1-860-283-6123**
  - **Email Orders: Sales@brookfieldindustries.com**
  - **Mail Orders: Brookfield Industries, Inc., 99 West Hillside Avenue, Thomaston, CT. 06787**

## Pricing

- Prices are subject to change without notice
- Shipping and any special handling charges will be added.
- Quantity pricing will only be applied to a specific part number based on a single purchase order. For example: you cannot combine Series W and Series I quantities to get a lower price on one particular purchase order.
- Quantity pricing for products on blanket order will be based on yearly quantities with pre-established monthly releases. Any changes from the pre-approved quantities and or releases may change the price.
- Where a quantity discount price has been granted for blanket purchase orders with scheduled deliveries that have been cancelled prior to completion, the customer will be required to pay the difference between the price charged and the price applicable to the quantity actually delivered. The quantity delivered will include all product that was "in the pipeline" at the time of cancellation.
- Shipping is FOB Thomaston, CT
- Customers in the states of Connecticut will have sales taxes added unless a signed sales tax exemption certificate is on file at Brookfield industries, inc.

## Payment Terms

- Payment net 30 days on approved accounts.  
Customers who do not have an established account may request shipment to be made C.O.D., pay by credit card, or send remittance with the order.
- New accounts are welcomed and may be processed when credit references are furnished and approved by our Accounting Department.

## Credits, Returns and Cancellations

- **Standard products\*** that qualify for return must have a return material authorization (RMA) number assigned by our Customer Service Department within 30 days of the invoice date on non-warranty items. The RMA shall be filled out correctly and clearly explain the reason for return. **Standard products\*** or any warranty returns cannot be returned for credit without a **RMA number clearly marked on the outside of the return package.**
- Any **standard product\*** that has been returned for credit will be subjected to a minimum restocking charge of 25% except for warranty returns. **Credit will not be issued:** *if the product has not been returned in its original packaging or any part/parts not packaged properly; any product that has previously been installed or shows evidence of installation; until a full evaluation has been made to assure that the product has not been damaged.*

- Any **standard product\*** order that has been cancelled prior to the product being shipped will be subjected to a minimum restocking charge of 25%. The maximum restocking charge will be based on the quantity of the order and how close to completion before the order was cancelled.
- Purchase orders consisting of large quantities or large production runs of any **standard product\*** that may consume the normal inventory for that particular product will not be considered for return and/or credit.
- **All non-standard products\*\* (modified or made to order) are considered final sales and therefore, cannot be cancelled and non-returnable except for warranty items.**

#### **\*Standard Products**

OFF THE SHELF CATALOG ITEMS  
Series W and Series I hinges in carbon steel  
Door Operators

NB-500  
NB-1000  
NB-2000  
NB2000HD2  
NB-4000

#### **\*\*non- Standard Products**

Any modified Series W or Series I hinges  
Any stainless steel Series W or Series I Hinges  
Any Modification to Door Operators NB-500-NB4000

NB-4100  
NB-4125  
NB-4150  
NB-4155

- **Cash refunds issued against any credit memos must be made by formal request and will not be processed for at least 30 days on any approved request**

#### **Scheduling/Ship dates**

- **Brookfield Industries, Inc. reserves the right to** make shipments prior to the scheduled ship date unless the customer has specified a “not to ship before” date.
- Although Brookfield industries, inc. will attempt to meet scheduled delivery dates in good faith, we cannot accept liability for loss or damages caused by late delivery, broken machinery or any acts of nature. In the event of any delivery delay, the delivery date shall be extended for whatever length of time as may be reasonably necessary to compensate for the delay.

#### **Shipment**

- \* All products are shipped via ground prepay and add or collect, unless specified. In all cases, title and responsibility pass to the consignee upon shipment.
  - \* Claims for damaged or lost shipments should be filed promptly by consignee directly with the carrier.
  - \* Packaging is in commercial containers suitable for ensuring safe delivery under normal shipping conditions.
  - \* Claims for short shipments or other discrepancies will not be considered unless Brookfield industries, inc. is advised within 48 hours of receipt of the shipment
- Repairs either during or after the warranty period, Brookfield industries, inc. will repair for a flat charge any of its instruments that have suffered non catastrophic damage. Other repairs can be individually quoted.
- Complete Terms and Conditions of Sale  
The complete detailed conditions of sale to which you must agree are listed on brookfield industries, inc. Sales Acknowledgement, Packing Slips and Invoices.

**Default**

It is understood that should Customer become delinquent in payment, no further credit will be extended. Seller will charge Customer interest on all overdue amounts at the rate of 1½% per month (18% per annum), or the maximum amount allowed by law, whichever is less. Customer will also be responsible for and shall reimburse Seller for any collection agency fees up to 30% of the balance owed, reasonable attorneys' fees, and all other reasonable costs and expenses which may be incurred by Seller in the enforcement of these Terms and Conditions of Sale and/or the Customer Order. Customer acknowledges that these charges, fees, and expenses are reasonable under the circumstances as an estimate of the damages Seller is likely to suffer if Customer defaults in its payment obligations.

**Notice of Defects**

Customer is responsible for inspecting the merchandise upon receipt. Customer shall notify Seller in writing WITHIN 7 DAYS OF CUSTOMER'S RECEIPT OF THE MERCHANDISE of any claims for damages resulting from late delivery or any defect in the merchandise discovered by Customer, including, without limitation, claims related to shortages, quality, or specification. Seller shall not be responsible for shortages when shipments are directed to a third party other than Customer. UNDER NO CIRCUMSTANCES WILL SELLER ACCEPT CLAIMS OR RETURNS OF MERCHANDISE WHICH HAS BEEN ALTERED, LAUNDERED OR MODIFIED IN ANY MANNER. All damaged or incorrect items will need to be sent back to Alternative for a credit.