



## **LAB Manufacturer/OEM Terms & Conditions**

**Effective 6/15/24**

1. **Acceptance** – LAB reserves the right to decline an order, in whole or in part, when the type or quantity of goods or credit worthiness of the Purchaser is not satisfactory to us in our sole and absolute discretion.
2. **Prices** – All prices are subject to change without notice and are not guaranteed. All shipments will reflect the prices in effect at the time of order acceptance. We reserve the right to hold orders and require PO revisions if there are pricing discrepancies on Purchase Orders that do not match current LAB pricing.
3. **Special Pricing** – Special Pricing (quotations) or Product Promotions shall be subject to the terms and conditions attached to them. LAB reserves to the right to decline the order if it is found to be not in compliance with the special terms.
4. **Terms** – Net 30; unless other terms have been agreed upon. LAB reserves the right to put any account on credit hold if Terms are not met.
5. **Minimum Order** – Minimum Order is \$300 order value, while maintaining MOQ; Order qty.= +/- 5% , when quantified by weight
6. **Changes to Order/Cancellation Of Orders** - Orders that are cancelled 48 hours after order confirmation will be subject to a 45% restocking fee. Changes to orders 48 hours after order confirmation (ex. updated quantities, partial payments etc.) will be subject to a charge of 25% net value of the affected lines. Expedited shipping requests for orders that are on time will be subject to a \$75 charge added to the shipment.

Any Make To Order parts that are changed or cancelled 48 hours after order confirmation will be subject to a 100% charge of the affected lines.

7. **Freight Policy** – All shipments are F.O.B. Bristol CT – Buyer assumes responsibility for Loss or Damage by the transport company. Claims for shortages or damage caused by the carrier must be filed by the Customer directly to the Carrier. All Special Freight requests are the responsibility of the customer regardless of the amount on the invoice. In the event of a LAB or LAB Customer Service error, shortage, pricing errors or incorrectly filled orders claims must be submitted in writing to LAB Customer Service at [techsales@labpins.com](mailto:techsales@labpins.com), within 48 Hours. LAB reserves the right to request pictures of reported / claimed factory defects or damage before issuing any Return / Credit. ***LAB does not assume responsibility (damage / shortages) from the shipment created by the manufacturer to their customer.***

8. **Return Policy** – All returns are subject to a 20% restocking fee. All make to order/ custom labeled products (i.e.. Private labeled goods) are non-returnable. A return authorization must be obtained by emailing [techsales@labpins.com](mailto:techsales@labpins.com) within 5 business days of receiving the product. All products must be returned in original, unmarked, and undamaged cartons and have shipped and invoiced within the last 45 days. Returned items with a claim of damage (not by shipping company) will be inspected prior to any credit being issued. Product shipped and furnished per the customer's purchase order but ordered in error will be subject to the 20% restocking fee. Returns will not be issued for unused or overstock items.



9. **Issued Credit** – In the event of a claimed factory short shipment or factory product defect or damage, LAB will require the corresponding LAB Order Number and / or Purchase Order Number associated with the claim. The LAB Order and / or Purchase Order for a claimed short shipment cannot be older than 48 hours from the date the order was received by customer. For a claim of factory defect or damage, they cannot be older than 10 business days from the receipt of product. LAB reserves the right to request pictures of reported / claimed factory defect or damage.

10. **Terms and Conditions are subject to change at any time.**