

## **LAB Distributor Terms & Conditions**

## Effective 10/08/2021

- 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 be made at prices in effect at the time of order acceptance. We reserve the right to correct clerical, stenographic and other obvious errors at any time.
- **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 Per Your Price Sheet
- 5. Minimum Order Minimum Order is \$50 (US) / International please contact LAB
- **6. Drop Ship Fee** \$25 (US)
- 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. Freight charges for all standard ground shipments within the United States and Canada can be deducted from the invoice when the amount is more than \$3000(US) (not to include freight charges) if payment is received within 30 days. Orders cannot be combined from multiple locations to meet the \$3000. Freight charges outside North America MAY NOT be deducted from invoices. 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 labsales@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 distributor to their customer
- **8. Return Policy –** All returns are subject to a 20% restocking fee.
  - A return authorization must be obtained by calling 1-800-243-8242 or labsales@labpins.com within 48 hours of receiving the product. All product 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. Economy Pack Orders are not returnable.
- 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. For a claim of factory defect or damage the LAB Order Number and or Purchase Order Number cannot be older than 10 days from the date the order was received. LAB reserves the right to request pictures of reported / claimed factory defect or damage.