

# GENERAL TERMS & CONDITIONS

**Industrial Warranty:** Brewer Design warrants its products to be free from defects in parts and workmanship under normal use and service for a period of 12 years and a lifetime warranty on cylinders from date of shipment. Brewer Design will not be responsible for any Product failure due to abuse, misuse, modification or improper use. Products returned by prepaid freight for inspection and found defective will, at the option of Brewer Design, be repaired or replaced at no charge, but no claim for outside labor or charges will be allowed. Products must not be returned without proper written authorization from Brewer Design. Requests for authorization must be in writing and accompanied by the original purchase order, Brewer Design invoice number and a copy of the invoice for the Product. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF BREWER DESIGN HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY NOT SET FORTH IN THESE TERMS AND CONDITIONS CONCERNING ANY PRODUCTS OF BREWER DESIGN. BREWER DESIGN SHALL HAVE NO LIABILITY WHATSOEVER FOR DAMAGES CAUSED BY TRANSPORTATION, ACCIDENTS, FIRE, UNAUTHORIZED ALTERATION, OR NORMAL WEAR OR ABUSE, NOR SHALL BREWER DESIGN HAVE ANY LIABILITY WHATSOEVER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, including without limitation, lost profits or any such damages arising from (a) the design, manufacture, sale, delivery, installation, repair, operation or use of products of Brewer Design or any part thereof, (b) any actual or alleged failure or defect in products of Brewer Design or any part thereof, or (c) any actual or alleged breach or non-performance by Brewer Design of this limited warranty.

**Freight Policy:** All prices are F.O.B. Menomonee Falls, title and all risk of loss shall pass to the customer upon shipment of the products ordered to the carrier for shipment.

**Prices:** Prices shall be as quoted on the price list of Brewer Design established from time to time by Brewer Design. All prices are subject to change without notice. The price for all sales shall be the price in effect at time of shipment. All prices are exclusive of taxes and charges for freight and insurance which shall be the sole obligation of the customer. Emergency or rush orders are subject to added handling and transportation charges.

**Payment Terms:** Payment terms are net 30 days from the date of invoice. Brewer Design (I) may suspend shipments if payment of any customer invoice is not paid when due or if Brewer Design otherwise deems itself insecure and (II) shall be entitled to receive all expenses of collection (including attorneys' fees) related to any action initiated to collect past-due amounts.

**Order Acceptance:** All orders are subject to acceptance by the home office of Brewer Design, and are subject to delays caused by strikes, fire or other causes beyond our control.

**Freight Claims:** Upon receipt, merchandise should be carefully examined to ascertain that proper amount has been received in good condition. Any claim for shortage or damage must be made with delivering carrier within five (5) days from receipt of goods. We do not assume any responsibility for loss or damage in transit, and compensation for such loss must be obtained from the carrier.

**Rebates, etc.:** Payment of any incentive, rebate, fee or other bonus due a customer under any program provided by Brewer Design shall be net of any unauthorized miscellaneous deductions and service charges. A customer shall forfeit any such payment if amounts owed by such customer to Brewer Design or any affiliate of Brewer Design are outstanding for more than 30 days on the day that payment of the incentive, rebate, fee or bonus is due.

**Discrepancy:** Any order discrepancy must be reported within 10 days of the invoice date and any price discrepancy must be reported within 90 days of the invoice date; otherwise, Brewer Design shall have no obligation to issue any credit or replace any goods with respect to the order.

**Improvement; Price List Not an Offer:** Brewer Design reserves the right to improve or modify the design of its products consistent with new methods and techniques. The possession of this price list does not constitute an offer of sale.

**Cancellation; Modifications:** Orders cannot be canceled or modified, nor can delivery schedules be changed, without the written consent of Brewer Design upon such terms which will indemnify it against any loss there from.

**Return Goods Policy:** Products must not be returned without proper written authorization from Brewer Design. Requests for RMA from must be requested prior to return of product. Return goods shipments must be made PREPAID to Brewer Design. Unauthorized returns will be refused, and Brewer Design will not be responsible for any resulting charges. All requests for authorization must include: (1) the reason for requested return, (2) the original purchase order, Brewer Design invoice number and a copy of the invoice, (3) Brewer Design item number, and (4) the quantities of merchandise to be returned.

## **RETURNED GOODS CREDIT SCHEDULE**

### **Reason for Return**

- 1) Error in processing by Brewer Design
- 2) Upholstered, custom and/or special products

### **Allowable Credit**

100%  
NOT RETURNABLE

