

## TERMS AND CONDITIONS

### PRICES:

This price list applies from its effective date and all prior corresponding price lists are cancelled. Prices are subject to change without notice. Prices in effect at time of shipment will apply. Items may be discontinued without notice.

### TERMS OF SALES:

Terms - Net 30 days from date of invoice. Past due accounts may be subject to a service charge. Settlement of past due invoices is required before additional shipments will be made.

### FREIGHT TERMS:

Shipment will be made by common carrier and freight will be charged except as follows: Freight will be prepaid and allowed on U. S. mainland shipments of \$4000 Net. Small shipments are sent by UPS or FedEx Ground unless customer specifies next day or 2<sup>nd</sup> day air. These freight charges, including insurance, will be added to invoice. There will be no additional freight charges on back orders if the original order met prepaid freight requirements.

### ACCEPTANCE OF ORDERS:

Orders are accepted subject to strikes, fires, or other conditions beyond our control. Acceptance of orders is subject to factory approval, including orders given to our representatives. Orders for future delivery will be billed at the prices in effect at time of shipment, unless written factory acceptance is received. No C.O.D. orders will be accepted: cash in advance would be required when open account is not approved. Orders for modified or specially fabricated items must be in writing and are accepted on a non-cancelable and non-returnable basis.

### MINIMUM ORDER:

There is a \$10.00 surcharge on orders less than \$50.00.

### MERCHANDISE RETURNS:

No return merchandise will be accepted without prior written factory authorization and return goods authorization (RGA) number. Goods returned without such authorization will be refused. If return is authorized, it will be subject to terms and conditions indicated in written authorization. No returns due to overstock.

### CLAIMS:

Claims must be reported in writing within 10 days of receipt of goods. Shipments are packed in approved containers and our responsibility for damage in transit ceases upon acceptance by carrier. If merchandise is damaged or lost in transit, claims should be filed with delivering carrier. Claims for shortage must be made in writing with documentation and are subject to factory verification.

### WARRANTY:

Gamco warrants to commercial purchasers only. Gamco warrants new material to be free from defects in materials and workmanship under normal use and service for a period of one year from date of invoice. Any defective part(s) must be returned to the manufacturer prepaid, accompanied by a Return Goods Authorization or shipment will be refused. Warranty is limited to replacing or repairing, at our option, any Gamco unit or part thereof, which our inspection shows to be defective. Other warranty limitations are as follows: Hand/Hair dryers – 10 years, GXT Series Auto Hand dryers – 5 years, "Float glass mirrors – 15 years against silver spoilage. This warranty does not cover installation, labor, or any charges resulting from damage by accident, abuse, improper installation, improper maintenance, or altered in any way. Replacement or repair at our option constitutes the sole remedy of the purchaser and sole liability of Gamco. Gamco shall not otherwise be liable under circumstances for incidental, consequential or direct damages caused by defect in units or any delay in the repair or replacement thereof.